Cases Reported this Week.

Harman v. Homer 752
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Strousberg v. Linklaters and Others 751

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 22, 1888.

CURRENT TOPICS.

SIR JAMES HANNEN will, it is understood, undertake the duties of Vacation Judge from and after next week. Mr. JACKSON has this week taken the place of Mr. ROLT as the Chancery Vacation Registrar.

MR. JUSTICE BUTT had nearly 40 matters in his paper on Wednesday, but all of them stood over or were struck out except 17, and these the learned judge dealt with so promptly as to be able to rise soon after four o'clock. For the first time during the vacation it has not been necessary to hold a second sitting during the week.

THE OLDSTANDING QUESTION of the custody of parish registers has been recently revived, and a vigorous correspondence on the subject is taking place in the *Times*. There seems to be a rather general suggestion that the parish registers before 1857 should be copied, and the copies deposited at Somerset House, but we do not see that this proposal would obviate the chief evil complained of. It would facilitate search, but it would involve enormous cost, and would do nothing to prevent the present liability to destruction or mutilation of these invaluable records. We do not deny that there has been a great improvement in the care which is now bestowed upon them by the clergy. Wilful destruction or negligence, such as the cases recorded by BURN in his History of Parochial Registers, of a parish clerk using the registers for the purpose of singeing a goose, and the leaves of the old parochial registers, sewn together, being used as the covering for a bedstead; or the case recorded by Mr. COVENTRY (Evidence, ed. 1832, p. 49), where the parson's greyhound had made her nest in the chest containing the parish registers, are no longer likely to happen, but accident, damp, and mildew may, and do still, produce disastrous effects. Nor are other causes of destruction wanting in modern times. Thieves are said to have destroyed the registers of Crossthwaite Church in 1870, and about the same period a man was prosecuted for being a party to the mutilation of the parish register of Haslingden, Lancashire. It was proposed by the Ecclesiastical Courts and Registries Bill, as originally introduced many years ago, we believe by the late Lord SHAFTESBURY, that all parish registers more than twenty years old should be transferred to the Record Office, but the clause was withdrawn in consequence of opposition. The obvious difficulty connected with such a proposal is the loss of income to the parochial clergy arising from furnishing certified extracts. This income was estimated by the late Mr. TASWELL-LANGMEAD as probably amounting in the aggregate to something like £5,000 a year, and it is not very easy to see how any workable arrangement can be devised for compensating the clergy. The most obvious course would be to raise the fees at the Record Office for search and certified extracts, and hand over to the parochial clergy the proportion corresponding to their present fees; but this would involve great labour and bookkeeping. We can hardly think, however, that the problem is insoluble, and if Lord ESHER could be induced to take up the matter and devise some arrangement satisfactory to the clergy, by which the registers over twenty or thirty years old could be deposited in the Record Office, he would earn the gratitude of all persons interested in the preservation of this important kind of evidence. Is not this a matter in which the Council of the Incorporated Law Society might usefully exercise their influence?

THE ANNOUNCEMENTS recently made of the steps which are being taken to form a great Salt Trust, which is to control the operations of the salt industries in Cheshire and elsewhere, lend a special interest to the articles in which our American contemporaries have been discussing the legal question raised by the formation of those extensive "trusts," which have for their object the acquirement of a practical monopoly of certain articles of prime necessity. An example, across the Atlantic, is given in the so-called "Sugar Trust," which includes many individuals, and at least one corporation, the North River Sugar Refining Co.; and against this, or rather against the parties concerned in it, proceedings appear to have been taken by the Attorney-General of the State of New York. The result of these may depend on the statute law of the State, but at common law there does not appear to be any remedy. Such a combination does not, of course, acquire a monopoly in the legal sense, for this is an exclusive right to deal in certain articles conferred by the State, and though its effects may be similar to those of a modern trade monopoly, it obviously stands on quite a different footing. It is natural, of course, to recur to the old offences of forestalling, regrating, and ingrossing. Upon the last of these certain ancient resolutions of the justices are given in COKE's Institutes, III., 196. Thus: "No merchant or any other may buy within the realm any victuall or other merchandize in gross, and sell the same in gross again, for then he is an ingrosser, and punishable *ut suprà*: for by this means the prices of victuals and other merchandize shall be enhanced, to the grievance of the subject; for the more hands they pass through the dearer they grow, for everyone thirsteth after gain, *Vitiosum sitiunt lucrum*. And if these things were lawful, a rich man might ingross into his hands all a commodity, and sell the same at what price he will." Although the operations intended by the Salt Trust do not amount to ingrossing within this resolution, yet they seem sufficiently within its spirit. And, moreover, there is another resolution of the justices and barons of the Exchequer to the effect that salt is a victual, and the buying and selling thereof is within the statute of 5 & 6 Edw. 6, c. 14, which was aimed at forestalling, "for it was not only of necessity of itself for the food and health of man, but it seasoneth and maketh wholesome beef, pork, &c., butter, cheese, &c., and other viands." To these uses may now be added its use in chemical manufactures which is very extensive. But all these offences, and the resolutions upon them, are long since dead. The statutes that created them were repealed by 12 Geo. 3, c. 71, and since after that it was thought that they might still exist at common law, they were finally abolished by 7 & 8 Vict. c. 24. Modern developments of business may possibly require regulation in the interest of the public, but if so it seems that the Legislature has a clear field before it. Combinations of great capitalists may have their dangers, but past interferences with trade have not been so successful as to make it likely that new ones will be introduced except under pressure of the gravest necessity.

THE CASE of *Wilson* v. *Barnes*, which has just been reported (38 Ch. D. 507), although it was decided as far back as May, 1886, raised an interesting point in the law of charities. In the days of Queen ELIZABETH the Crown, as lord of a certain manor in Cumberland, was liable to maintain a sea-dyke which protected the manor from the incursions of the sea. But in the course of her reign the liability was transferred to the copyholders, and, in consideration of their undertaking it, they received a grant from the Crown of the produce of a neighbouring wood. This was stated to be for and towards the reparation of the sea-dyke, or, rather, of a particular portion of it. For this purpose the produce of the wood was from time to time used, until at length the sea receded from the neighbourhood of the sea-dykes that were to be repaired, and no further reparation was needed. Accordingly, about 1765, the whole of the wood was cut down and the proceeds invested. The present question was whether the investments were the private property of the copyholders, or whether they were impressed with a public charity. Mr. Justice PEARSON adopted the former view, regarding the transaction as a bargain between the copyholders and the Crown, in which the copyholders accepted the liability to repair in consideration of a certain grant from the Crown. About this grant, he said, there was nothing of a public character. But the Court of Appeal found difficulties in this simple statement of the case. If it were a mere private grant the copyholders could have at once cut down the wood and left their successors saddled with the liability, but without the means to meet it. And the assumption of liability was by no means decisive, for the chief thing to be regarded was the purpose

of the gift. Now the repair of "sea banks" is specially mentioned as a public purpose in 43 Eliz. c. 4, and on the face of it the grant, which was designed to keep up the sea-dyke, was for the public benefit. A liability was certainly imposed at the same time upon the copyholders, but this was only because they were the persons chiefly benefited. The case is thus important as shewing that the purpose of the grant is decisive as to its nature, and that the existence of attendant transactions may, if necessary, be neglected.

THE PUBLIC to be benefited in the above-mentioned case were all the owners and occupiers and other persons interested in a somewhat large area of land, but the case of *Re Christchurch Inclosure Act* (38 Ch. D. 520) shews how narrow the public may sometimes be. There, upon an inclosure in 1802, 425 acres of land was set apart as a turf common for the use of the occupiers, for the time being, of certain cottages. As long as the turf could be used no question arose, but ultimately a railway company took a portion of the land, and paid the purchase-money of £1,000 into court. So much of this as represented the lord's interest in the soil clearly belonged to him; as to the rest a doubt arose whether there was a perpetual trust for the occupiers, created by Act of Parliament, or whether it was an ordinary charity for their benefit. The former view was adopted by STIRLING, J., but the Court of Appeal declined to recognize a trust of so novel a kind unless it were really necessary, and decided that it was a public charity. This was rendered possible by the decision of the House of Lords in *Goodman* v. *Mayor of Saltash* (31 W. R. 293, 7 App. Cas. 633), in which a charitable trust was recognized as existing in favour of the free inhabitants of ancient messuages within the town. In the present case the occupiers of the cottages constituted a similar class, and they came within Lord SELBORNE'S *dictum* that a trust for the benefit of the inhabitants of a parish or town, or of any particular class of such inhabitants, was a charitable trust.

POSSESSORY TITLES.

II.

Date of accrual of right of action.—We have seen that section 1 of the Act of 1874 fixes the date of accrual of the right of entry or of the right of action as the date from which the time is to run. Considering, however, the peculiarities of estates in possession and estates in remainder, and how they may be created or transferred, it was thought advisable to have some more precise guidance as to the exact date of this accrual, and this is given, though imperfectly, by section 3 of the Act of 1833, supplemented by section 2 of that of 1874. The fundamental distinction is between estates in possession and estates in remainder. In the case of the former the right of action accrues immediately upon adverse possession of the land being taken, but in the case of the latter only when the future estate falls into possession. We will deal with these in order.

1.—ESTATES IN POSSESSION.

(*a*) *Actual dispossession or discontinuance of possession.*—The simplest case occurs when a person who is in actual possession of the land, and while he is still entitled to it, is either dispossessed or discontinues possession. In such a case he has an immediate right to sue for recovery, and accordingly the date of the dispossession or discontinuance is fixed as the time when his right to bring an action accrues. As to the meaning of "dispossession" there cannot be much doubt, but several important cases have been decided upon "discontinuance." The earliest was *M'Donnell* v. *M'Kinty* (10 Ir. L. R. 514), where the owner of land made a grant of it, reserving the minerals, which he omitted to work for twenty years. As, however, the grantee had not interfered with them, it was held that there had been no discontinuance. "The word 'discontinuance,'" said Blackburne, C.J., "I understand to mean an abandonment of possession by one person, followed by the actual possession of another person. This, I think, must be its meaning; for if no one succeed to the possession vacated or abandoned, there could be no one in whose favour, or for whose protection, the Act could operate." The same doctrine was emphatically repeated by Parke, B., in *Smith* v. *Lloyd* (9 Ex. 562), and more recently by Fry, J., in *Raine* v. *Buston* (14 Ch. D. 537).

With regard to the discontinuance of the receipt of a rent-charge, *Adnam* v. *Earl of Sandwich* (2 Q. B. D. 485) was a very peculiar case, for there the owner went on paying the rent after he had parted with the fee, and when his successors in title ceased to do so, it was held that the land was still chargeable with it. The somewhat novel doctrine was introduced that there had been no neglect or default on the part of the owner of the rent-charge—or, in other words, "no omission to enforce his remedies with knowledge that the payment had not been made." It seems difficult to reconcile this with the opinion expressed by Fry, J., in *Rains* v. *Buxton* (*supra*), that the person pleading the statute is by no means bound to prove negligence or default on the part of the true owner.

What constitutes adverse possession.—A doubt may sometimes arise whether the new claimant has done sufficient to give him actual possession of the land, so that the lawful owner is dispossessed and the statute has begun to run. An example where the acts of user were held to be extensive enough for this purpose will be found in *Tottenham* v. *Byrne* (12 Ir. C. L. R. 376), and the contrary in *Searby* v. *Tottenham Railway Co.* (5 Eq. 409). And a question may still arise whether the possession is in fact adverse to that of the true owner, a circumstance which is to be determined rather on the facts of each particular case than by any general rules of law such as those which formerly prevailed. Thus in *Doe* v. *Groves* (10 Ad. & Ell. N. S. 486) a stepfather was not allowed to claim a house against his stepson, who occasionally came and lived with him; and in *Thomas* v. *Thomas* (2 K. & J. 79) a father who entered upon the estate of his infant children was presumed to do so in the character of guardian and bailiff. The circumstances of the former case, however, were somewhat special, and it is clear from *Doe* v. *Moore* (9 Ad. & Ell. N. S. 555) that an owner who allows his relations to occupy without paying rent is not protected from the operation of the statute. Indeed, under the present law the cases are very few where the possession of a stranger to the title will not be treated as adverse, and the old rules which used to assist the owner are no longer available. An example of this will be found in *Lyell* v. *Kennedy* (35 W. R. 725, 18 Q. B. D. 796), which abolished the doctrine of *Bushby* v. *Dixon* (3 B. & C. 298), that the possession of a tenant for years might be held in law to be the possession of the heir, so as to give him, before receipt of rent, a seisin in fact.

Special rule for receipt of profits and for rent-charges.—When the date of dispossession or discontinuance has once been determined, then from such date the statute begins to run. Allowance must be made, however, for the case where the person entitled is not in actual possession, but is merely receiving the profits. We have already pointed out that this does not contemplate the case of a landlord receiving rents (see the argument of Lord St. Leonards, Real Property Statutes, p. 47); his interest, except in one case specifically dealt with, is regarded as being merely future. But where the owner, while not actually occupying the land, receives the profits at the hands of an agent, the time begins to run from the last of such receipts. It is the same with regard to rent-charges; the case of these was fully discussed in *Owen* v. *De Beauvoir* (16 M. & W. 547), where it was pointed out that the time ought really to run from the first *failure* to pay the rent-charge at the proper time. But though this was reasonable enough, the express words of the statute were too strong, and the time of limitation in such cases is practically only eleven years.

(*b*) *Failure to take possession upon a change of ownership.*—Next to dispossession or discontinuance of possession, it is necessary to consider the case where the first person entitled to bring an action has never been in possession at all. This is the case where there has been a transfer either *inter vivos* or upon death, and the transferee has not taken possession. Both cases are provided for by the section we are now considering, and, as might be expected, the date of accrual of the remedial right is settled to be the moment of transfer—assuming, of course, that the predecessor has been till then in possession. It is not necessary to examine minutely the words of these clauses. It is sufficient to point out that they appear to contemplate only the transfer of the predecessor's whole interest. Thus, if the owner of the fee devises it or assigns it, and is in possession at the date of his death or at the date of the assignment, then the devisee's or assignee's right to recover accrues at such date respectively.

Where the new owner takes a part only of his predecessor's interest.—But if the devise or the assignment be of a part only of his interest, then the words of the section do not apply, and the statute contains no express direction as to the date of accrual. The question was much argued in *James* v. *Salter* (2 Bing. N. C. 505, 3 Bing. N. C. 544), where the owner of the fee had by his will created and devised an annuity. It is unnecessary here to enter into the discussion. Lord St. Leonards thought that the words of the section might be made to apply to such a case (Real Property Statutes, p. 21); but it seems very clear, upon examining them, that he was wrong, and that the ultimate decision in *James* v. *Salter* was right. This was to the effect that, although the case was not included in section 3, yet that section was not designed to fix the date of accrual in all cases, but only in some of especial importance or difficulty, and that any case which was omitted was not therefore exempted altogether from the operation of the statute, but was nevertheless governed by the general words of section 3. This view of the law is now well settled, and was approved a few years ago by the House of Lords in *Pugh* v. *Heath* (30 W. R. 553, 7 App. Cas. 235).

2.—Estates in Remainder.

After dealing with estates in possession, the Statute of 1833 proceeds, in section 3, to deal with those in remainder. Amongst these is included, as we have already seen, the landlord's reversion when land is let upon lease. But though such is the theory of the statute, it is difficult to carry it out consistently in practice, and the matter is largely governed by sections 7, 8, and 9, which specially deal with it. Certainly it seems the clearer method to recognize at once that the interest of a landlord in receipt of rent is essentially different from that of a remainderman, and although each has a future interest, yet the additional present interest of the landlord makes it necessary to give his case a separate consideration.

(*A*) *The landlord's reversion.* (*a*) *Where the lease is in writing and the rent over twenty shillings.*—The 9th section is the one of chief importance, and upon its enactment in 1833 it effected a great change in the law. Till that time a landlord's interest was, for this purpose, purely a future one; no matter what happened during the continuance of the lease, whether the rent was paid to him, or paid to another, or simply not paid at all, at the termination of the lease his reversion became an estate in possession, and his right of action then accrued. But for all substantial leases, that is, where the lease is in writing and the rent is over twenty shillings, a different rule now prevails.

(i.) *Payment of rent to a stranger.*—If a stranger wrongfully claims to be entitled to the reversion, and, in consequence of such claim, obtains payment of the rent to himself, this is a dispossession of the true owner, and his right of action accrues upon the first of such wrongful payments, from which time the statute begins to run. This is, of course, a proper recognition of what is meant by the possession of land. Under our system of separate rights of ownership and occupation, a statute of limitation would be useless which did not recognize that, while the lessee is entitled to actual occupation, the owner is nevertheless, to all intents and purposes, entitled in possession, such possession consisting chiefly in the receipt of rent.

(ii.) *Mere non-payment of rent.*—It must be noticed, however, that section 9 deals only with the case where there is an actual payment of rent to someone else. In all other cases the ordinary rule applies, that the landlord's interest is a future estate, and, in accordance with the rule which governs other future estates, the right of action in respect of it only accrues when, upon the termination of the lease, it falls into possession. The case of the mere withholding of rent, where the lease is in writing and the rent is over twenty shillings, is a little peculiar, because such leases are specially dealt with by the section under consideration. But it is now well settled that there can be no dispossession during the lease by the tenant himself, nor can he in any way alter his position in regard to his lessor. By *Doe* v. *Oxenham* (7 M. & W. 131) it was decided that where the lessor permitted the lessee to pay no rent for twenty years, he was not therefore barred from recovering in ejectment, but that his time for doing so ran, under section 3 of the Act of 1833, from the determination of the lease. And by *Grant* v. *Ellis* (9 M. & W. 113) it was settled that even though no rent has been paid for twenty (or now twelve) years, yet it is always due as long as the lease lasts, and may at any time be recovered by the landlord. The same principle was affirmed more recently by the House of Lords in *Archbold* v. *Scully* (9 H. L. Cas. 361).

THE PRELIMINARY MEETING OF THE SPECIAL COMMISSION.

It may be presumed from Sir James Hannen's observations that the selection of the court to be used for the sitting on Monday was either due to his suggestion or made with his approval. But it was certainly incongruous that proceedings exciting deep interest, not only throughout this kingdom, but in the United States and Canada and over a considerable part of Europe, should take place in one of the smallest and least convenient of all the court rooms in the Royal Courts; and it will be painfully suggestive if the future sittings for examination of witnesses are held in the temple of perjury known as the Divorce Court. The result of the selection of the place of sitting was one of the strangest scenes ever witnessed—a meeting attended almost exclusively by shorthand writers or a court administering justice in the presence of an audience of newspaper reporters. They occupied the passages, filled most of the seats of counsel, and even flocked to the verge of the bench. Perhaps it was due to this that the manner of the president in delivering his opening address shewed that this most experienced and self-possessed of judges was on this occasion not entirely devoid of nervousness; no doubt it was a fresh experience for him to speak with the knowledge that every word he uttered would next day be read all over this kingdom and across the Atlantic. His observations were very short, and it may be conjectured that the whole contents of the manuscript before him did not reach the public. The importance of the statement was, however, in an inverse ratio to its length. His aim was to shew the restrictions which had been placed by the Legislature on the inquiry by the Commission, and to point out that they proposed, in the first instance, to conduct it as if it were an issue between the *Times* and the persons against whom the *Times*' charges and allegations were directed, and to conduct it according to the rules of procedure and evidence prevailing in courts of justice. Sir Charles Russell, who had listened with the keenest attention to Sir James Hannen's statement, took occasion upon the first opportunity which offered to broach the question which side should begin. He mentioned the matter to the court in the most innocent and matter of course manner imaginable, without expressing any wish one way or the other; and, discovering from Sir James Hannen's reply that the Commissioners had come to a conclusion with regard to it, he promptly assumed the "don't matter a bit" air. He and his clients had no wish upon the subject, but still he gently suggested that the natural order would appear to be that he who makes the accusation should begin. It appeared that Mr. Graham, who represented the *Times*, was not in a position to express an opinion on the question, so Sir James Hannen at once announced the decision of the Commissioners in accordance with Sir Charles Russell's suggestion.

It may be presumed that there was some good reason for the omission to obtain a leading counsel on behalf of the *Times* on this important occasion, but to an outsider the result certainly appeared to be unfortunate. We do not mean by this that the decision of the Commissioners on any point would otherwise have been different, but that the effect upon the public mind produced by the observations made in the case (not the least important consideration in this particular matter) might have been different. Not that we concur in the outcry against Mr. Graham, who is well known as one of the most learned and experienced juniors at the common law bar. No doubt he shewed want of prompt decision and tact in dealing with the presiding judge, but then it must be remembered that a junior, in the absence of his leader in a case, is greatly embarrassed in deciding upon the course to be pursued on important points of tactics falling peculiarly within the province of the leader; he has not the influence with the court which the leader has, and is not versed in the art (which constitutes the real secret of a leader's success) of discovering the drift of the judge's opinion, and setting himself to counteract or strengthen it as the case may be. In Mr. Graham's case, too, he had an extremely skilful and subtle adversary to contend with. Sir Charles Russell was in his best form; fully acquainted with every detail of his case; in supreme command of its conduct, and fully decided as to the course to be pursued; keenly watchful of every point, and deeply deferential in manner to the Commissioners.

We have referred only to Sir James Hannen, because, if the preliminary sitting is to be taken as a forecast of the subsequent sittings, it is abundantly evident that the labouring oar in the public proceedings will be taken by him. Mr. Justice Smith had a note-book before him, and was quietly observant of the course of events, but although he frequently conferred with the president, he did not interpose any observations to counsel except when appealed to as to a case which was cited. Mr. Justice Day seemed to keep aloof from the public

proceedings, and had not even a note-book on his desk. No one who is familiar with Sir James Hannen's judicial work will need to be told that his conduct of the business at the recent sitting was in the highest degree masterly. He kept a very tight rein on counsel, and neither Sir Charles Russell nor Mr. Graham could succeed in dragging in any matters bearing on the excited discussions in Parliament. With regard to the proceedings in that assembly and the *Times* pamphlet, Sir James Hannen was, indeed, in a condition of utter ignorance, not unworthy of Lord Coleridge's state of mind with regard to the theatre and the racecourse. "You must inform me as to the contents of this pamphlet," he took an early opportunity of solemnly remarking to Sir Charles Russell; "I know nothing of what passed in the House of Commons," he told Mr. Graham. He was inflexibly impartial, courteous, but, at the same time, very decisive, and, above all, determined that the course the Commission had marked out for their inquiry should, if possible, be adopted. His rather severe and repeated interrogation of Mr. Graham had, of course, this object in view, and was only preliminary to his subsequent statement, that Mr. Graham and his colleagues "should be forced, however unable they may think themselves at the present moment, to consider and to particularize the charges which they intend to give evidence in support of."

LEGISLATION OF THE YEAR.

HAWKERS.

51 & 52 Vict. c. 33.—Hawkers Act, 1888.

This is a useful Act, consolidating, and in some points amending, the law relating to hawkers and their licences. This has hitherto been regulated by some twelve statutes, beginning with 50 Geo. 3, c. 41, and coming down to the Customs and Inland Revenue Act of the present year. All these, described in the schedule, are now repealed by section 8, and this Act is to take their place.

Section 2 gives a definition of "hawker," which is an expansion of section 9 of 24 & 25 Vict. c. 21. The term is now made to include any person who travels with a horse or other beast of burden, and goes from place to place or to other men's houses to sell any goods, wares, or merchandise, or to expose patterns of goods, wares, or merchandise to be afterwards delivered. So far, the use of a beast of burden is required, but by the rest of the clause, which seems to make the law more explicit than it has hitherto been, any means of locomotion will suffice to bring within the definition a man who travels to a place where he does not usually reside or carry on business, and there sells goods in a house, room, or other place hired or used by him for the purpose.

Section 3 (1) directs that the duty on a hawker's excise licence shall be £2. Under schedule B. of 27 & 28 Vict. c. 18 the duty on an ordinary licence was £2, but if a horse or other beast of burden was used it was £4, with an additional £4 for every additional beast. The reduction had already been made by section 9 (1) of the Customs and Inland Revenue Act, 1888, and is now incorporated instead in this Act. By sub-section (2) the licence is to expire on the 31st of March, and the full duty is to be paid at whatever date it may be taken out. This alters the law under 29 & 30 Vict. c. 64, s. 13, by which provision was made for half-yearly licences, and licences can no longer be renewed before expiration under 28 & 29 Vict. c. 96, s. 18.

Section 3 (3) groups together and somewhat reduces the various exemptions which have hitherto been in force. These will be found in 50 Geo. 3, c. 41, ss. 5, 23, 52 Geo. 3, c. 108, ss. 1, 2, and 55 Geo. 3, c. 19, s. 78. This last section was very extensive, and (*inter alia*) exempted persons dealing in woollen and similar goods, as well as persons dealing in Irish flaxen and cotton goods, provided the place of origin could be proved. These are now left on the same level as ordinary merchandise, but other more intelligible exemptions are retained. Thus commercial travellers are saved as persons selling or seeking orders for goods to or from persons who are dealers therein, and who buy to sell again; exemption is still extended to real workers or makers of any goods, and also to dealers in the common commodities of fish, fruit, vegetables, and coal; and a licence is not required where the goods are sold in any public market.

Section 4 reproduces substantially the requirement of a certificate of good character prior to the granting of a licence which was introduced by 50 Geo. 3, c. 41, and section 5 directs that every hawker shall keep his name, and the words "licensed hawker," written, printed, or painted on his boxes, his vehicles, in his room or shop, and on his handbills. By the subsequent sub-sections, and by section 6, the penalty for any infringement of the Act, or for trading without a licence, or for not producing it on demand, is £10. By 23 & 24 Vict. c. 111 the Commissioners of Inland Revenue might remit penalties, but this is not re-enacted; and by 22 & 23 Vict. c. 36, s. 4, the justices before whom the offender was brought might lessen the penalty to one quarter in addition to costs. The same power was given by 29 & 30 Vict. c. 64, s. 11, which also provided that, in default of payment, he should be sent to the house of correction for one month with hard labour. Section 6 (3) of the present Act, which takes the place of these enactments, is in the culprit's favour, for while it authorizes mitigation of the penalty, without stating any limit, it directs that the imprisonment in default of payment may be with or without hard labour.

The references which have been made to the Acts hitherto in force will shew that their provisions are numerous, and on further examination it is not always easy to see why fresh enactments have in some cases been made of law already in force without any corresponding repeals. The present Act, therefore, will be useful as introducing simplicity in the place of these complications, and the law as to hawkers will be made clear and intelligible.

CORRESPONDENCE.

THE NEW INVESTMENT ORDER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Very probably you are right in considering that the judges had no power under 23 & 24 Vict. c. 38, s. 10, to make an order authorizing trustees to invest in the shares of Indian railways, a minimum dividend on which is guaranteed by the Indian Government. If they had not the power it is impossible to suppose that these learned personages can have had the intention to exercise it. Therefore, we must assume that they did not intend to include such shares under the term "Indian guaranteed railway securities."

But the necessary inference seems to be that this new order is the last move in the pleasant sport of trustee hunting. For a more cunningly-constructed trap for catching, at any rate, the lay trustee, was never put together before. The new order will be printed on the back of brokers' contract notes, or in the price lists which they send to their customers, and will thus be brought to the notice of many a person of this description, who will naturally think it unnecessary to consult his lawyer about the matter. For anyone not a lawyer would suppose that the term "securities" includes shares. Ask a merchant in what securities he invests the money not required in his business, and he will tell you in such and such shares. Look at the balance-sheet of a trading company, and you will read that the reserve fund is invested in the "following securities—viz., preference stock of the London and North-Western Railway," &c. Inquire of any stockbroker, banker, or merchant what "Indian guaranteed railway securities" are, and he will tell you that they are shares in Indian railways on which the Indian Government guarantees a dividend.

But when the lay trustee has purchased such shares, and an Indian mutiny or a Russian invasion has brought down their value to *nil*, and the ravenous beneficiaries have dragged the victim to the Chancery Bench to obtain legal authority to devour him, he will then have a fine opportunity of admiring the talents for abstruse reasoning possessed by those who sit upon it; and of discovering how presumptuous he has been in supposing that he could interpret their dark sayings by the light of common knowledge. H.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It was recently pointed out in the *Standard*, referring to Lord Herschell's Trustees Securities Bill, that there seemed to be no sufficient reason for excluding Indian guaranteed railway stocks from that Bill, "as they were every bit as good as India 3½ per cent. Stock, or any other security of the Government, perhaps better than some—both must stand or fall together." It was subsequently suggested that the true reason for the exclusion was the option of purchase exerciseable by the Government, as, if included, these stocks would have run up to a prohibitive price.

An ordinary or preference share is obviously not a "security" ("the interest being only secured on the profits of the concern," to quote from *Harris* v. *Harris*, 29 Beav. 107); but surely a share with a minimum dividend guaranteed by the Government of India, in whose stock trust funds can be invested, must be as good a "security" as a debenture bond bearing the same rate of interest?

The practical difficulty to be faced is that, in consequence of most of the railways earning a dividend in excess of the guaranteed dividend, the investment has to be made at a heavy premium, which is mostly payable in consideration, not of the secured or guaranteed dividend, but of the present or prospective share of the fluctuating profits earned in excess of the guarantee, which is precisely the part of the income that is entirely unsecured, and is, so far, analogous to any ordinary share, and therefore comes within the scope of *Harris* v. *Harris*.

If trustees are authorized to invest in Indian guaranteed railway stock it would probably still be incumbent on them, acting as prudent men of business would conduct their own business (*Speight* v. *Gaunt*,

32 W. R. 435, 9 App. Cas. 1), and, further, having present regard to future reversionary interests (*Whiteley* v. *Learoyd*, 34 W. R. 450, 33 Ch. D. 355) to guard against paying a price beyond that which would be the approximate value of the stock *based upon the secured dividend*; otherwise they may find themselves in the position of trustees who invest in a redeemable bond at a high premium (that is, providing income at the ultimate expense of the capital), if the surplus unsecured dividend, for which a heavy sum in capital had been paid, should vanish.

C. J. T.

THE DEEDS OF ARRANGEMENT ACT, 1887.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In answer to your correspondent "T. P. Y.," and writing from my own experience, I should say that it is a common practice for what may be virtually composition arrangements to be carried through without being registered under the above Act. Not that such arrangements take exactly the form mentioned by your correspondent, which would, *primâ facie*, bring them within the Act. That would be to court defeat and leave no grounds for contesting an action for the balance if a creditor who had agreed to accept a composition should afterwards be so dishonourable as to try and get out of his undertaking. But "there are more ways of killing a dog than by choking it with butter," and I will mention three different methods which have all come within my own experience.

(*a*) Each creditor gives a separate receipt for the amount actually paid to him, and for a silver pencil case or other article of small value, in satisfaction of all claims by him against the debtor. This, it is contended, is not within the Act, not being an instrument "made by, for, or in respect of the affairs of a debtor for the benefit of his creditors generally," each receipt being in fact a separate agreement between the individual creditor and the debtor, and the giving of an article of value, besides the payment of the smaller sum of money, introducing a fresh consideration to make the agreement binding.

(*b*) Where the amount paid is by instalments, secured by promissory notes, all or some of which bear the name of a third person, each creditor gives a receipt for the notes, the same, when met, to be in full discharge of all claims, similar to the last case. It is contended that the promissory notes secured by a third person form a new consideration, which makes such a separate agreement binding, as in the last case.

(*c*) A third person buys from the several creditors their debts by separate agreements with each.

I am not, of course, prepared dogmatically to assert that any of the above methods would be absolutely safe if tested in the law courts, but there is quite sufficient in each one of them to enable a debtor who might afterwards be sued by a creditor who had entered into such an arrangement to obtain leave to defend, and the fact that the creditor would have to fight in open court, and, by so doing, publish his own dishonourable dealing, is, to my mind, pretty good security against any such attempt ever being made.

Manchester, Sept. 17. H. P. J.

THE COUNTY COURTS ACT, 1888.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am curious to know what the opinion of any of your correspondents may be upon section 65 of the above Act. The intention is clear enough, but is the wording of the section sufficiently precise for that intention to be carried into effect?

The action being of contract, the claim indorsed not exceeding £100, either party may apply to a judge of the High Court to order such action "to be tried in any court in which the action might have been commenced, or in any court convenient thereto." Now it is quite clear that an action of over £50 could not be commenced in the county court for want of jurisdiction, and although it may be very clearly inferred that the county court is referred to in the above language, yet the wording of the section apparently prevents your so construing it. To have been precise, the language should have been "in any county court in which the action, if within the county court jurisdiction, might have been commenced."

It is a pity that this Act was rushed through Parliament at the close of a protracted and stormy session.

A Country Solicitor.

SERVICE OF ORDERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad if you will throw light on the kind of order intended by the expression an order for "attachment" used in ord. 67, r. 1. Surely this cannot mean an order giving leave to issue a writ of attachment, but if it does I am unaware of any obligation to serve such an order, at all events if made in the Chancery Division.

Sept. 17. Inquirer.

[The term "order for attachment" in ord. 67, r. 1, is certainly a curious one. We have referred our correspondent's question to an authority on the subject, who says, "It is clearly intended to mean an order non-compliance with which may involve an application for leave to sue out a writ of attachment. Of course the order for leave to sue out a writ of attachment is never served; the writ is obtained and handed to the sheriff."—Ed. *S. J.*]

CASES BEFORE THE VACATION JUDGE.

NATIONAL PROVINCIAL BANK (LIM.) *v.* MARSHALL—Butt, J., 19th September.

Bond — Condition in Restraint of Employment — Interlocutory Injunction.

In this case counsel moved on behalf of the plaintiffs for an injunction to restrain the defendant, Mr. John Marshall, bank cashier, of Cardiff, until the 31st of August, 1890, from accepting any employment or allowing himself to be or being employed in any capacity whatsoever in or for any bank not connected with the plaintiffs' within twenty miles of the principal bank of the plaintiffs or the Cardiff branch of the plaintiffs' bank, at which the defendant was employed at the time of his recent retirement from the plaintiffs' service. The defendant, by a bond dated the 17th of January, 1879, bound himself to the plaintiffs in a penal sum of £1,000, subject to a condition for rendering the same void if the defendant should perform and observe the duties and regulations therein mentioned; "and also if the obligor [the defendant] and his executors or administrators shall pay to the said bank the sum of one thousand pounds as liquidated damages, in case the obligor, at any time within two years after he shall have retired from any employment in any capacity under the said bank, or shall have been dismissed therefrom, shall accept any employment or allow himself to be or shall be employed in any capacity whatsoever in or for any bank not connected with the said bank, within twenty miles of the said bank, or any branch thereof, at which he shall be employed at the time of such dismissal or retirement, or at which he shall have been employed at any time within six months prior to such dismissal or retirement." In August, 1888, the defendant gave notice that he wished to resign his post, and his resignation was accepted. The plaintiffs then heard that the defendant had accepted employment in another bank in Cardiff. For the plaintiffs it was said that the bond amounted to an agreement not to serve other bankers within a certain distance. There had been a breach of that agreement, and the plaintiffs were entitled to an injunction: *Gravely* v. *Barnard* (18 Eq. 518), *Fox* v. *Scard* (33 Beav. 227), and *London and Yorkshire Bank* v. *Pritt* (W. N., 1887, p. 137). For the defendant it was said that the contract was, not to refrain from entering into the service of other bankers, but if the defendant did so, then the defendant was liable to pay £1,000. The remedy of the plaintiffs was to sue for £1,000.

Butt, J., said that he felt some doubt in the first instance whether the court could grant an interlocutory injunction in such a case. It appeared that there was authority for granting an injunction in the case of an ordinary bond. The question was, was this an ordinary bond subject to a condition that the defendant should not do certain acts. The bond was peculiar in wording, and he was asked to hold on the wording that there was no agreement on the part of the defendant not to serve other bankers within the prescribed radius, but only, in case of his doing so, to pay £1,000. He might say that it was clear on the authorities that the court had treated such a condition in an ordinary bond as a covenant or agreement not to do certain acts. Was there a covenant or agreement here not to do certain acts? He had some doubt at first, but looking at the broad common sense of the matter he was certain that the plaintiffs and the defendant meant that the defendant was not to serve other bankers in the prescribed district. If the words were not so strong as to compel him to come to a different conclusion he should decide against the defendant. In his lordship's opinion the words were not strong enough, and he had no doubt that the condition was an agreement not to serve other bankers within a prescribed radius, the injunction, therefore, must go in the terms of the notice of motion.—Counsel, *E. Beaumont; Warrington.* Solicitors, *Wilde, Berger, & Moore; Cunliffe & Davenport*, for *Williams*, Cardiff.

STROUSBERG *v.* LINKLATERS AND OTHERS—Butt, J., 19th September.

Practice — Writ of Delivery — Irregularity — Interim Injunction—R. S. C., 1883, XLVIII., 1, 2; LXI., 19; Appendix H., Form 10.

Counsel moved *ex parte* on behalf of Mr. Ferdinand Strousberg asking (1) for an injunction to restrain the defendants, Messrs. Linklaters, from allowing to remain issued with or in the hands of the Sheriff of Middlesex a writ of delivery dated the 8th of September, 1888, and intituled in the matter of the Dundee Suburban Railway Co., and cancellation of the said writ; (2) an injunction to restrain the defendants, Horatio David Davies and William Alpheus Higgs, or either of them, from executing or putting in force the said writ of delivery, and from in any way taking possession or interfering with the land and chattels in the said writ of delivery referred to; (3) damages and costs. For the plaintiff it was said that the order had been made by a Scotch court; there was no plaintiff or defend-

ant in an English court; the Rules of Court, 1883, ord. 48, rr. 1, 2, had not been complied with, nor was the writ of delivery in Form No. 10 of Appendix H. The Scotch order was enrolled in Chancery on the 23rd of August, 1888, but the defendants had not given the plaintiff the reference to the order: ord. 61, r. 19, of the Rules of the Supreme Court 1883. The plaintiff was entitled to an *interim* injunction over next Wednesday, and it could not do any harm.

BUTT, J., said that he assumed that the order to enforce which the writ of delivery was issued under order 48 of the Rules of the Supreme Court, 1883, was properly made by some judge. He strongly objected to granting *interim* injunctions on the ground that they would do no harm. A great deal of harm might be done. He should only grant an *interim* injunction if it was clearly shewn that the writ had been irregularly issued. The writ would not have been issued except to enforce an order under ord. 48, r. 1, of the Rules of the Supreme Court, 1883; that order was not forthcoming. He was not satisfied, without seeing that order, that there had been any irregularity; he therefore refused the motion, but gave leave to serve notice of motion for next Wednesday.—COUNSEL, *Alexander Young*. SOLICITORS, *Cudden & Co.*

HARMAN *v.* HOMER—Butt, J., 19th September.

AGREEMENT FOR SALE OF FREEHOLD—"SUBJECT TO AN APPROVED AGREEMENT"—SPECIFIC PERFORMANCE—INJUNCTION.

Counsel moved on behalf of the plaintiff to restrain the defendant from dealing with a freehold ground-rent at Frinton, Essex. On the 16th of July, 1888, the defendant Homer, being the owner of the Queen's Hotel, Frinton, subject to a lease, made the following offer to the plaintiff, Mr. Harman: "I hereby agree to sell the freehold ground-rent of £55 per annum upon the Frinton Hotel for the sum of £900, subject to an approved agreement." Harman accepted the offer, but Homer subsequently entered into negotiations with another purchaser. For the plaintiff it was said that he was entitled on the letters to an injunction: *Crossley* v. *Maycock* (18 Eq. 180), *Bonnewell* v. *Jenkins* (8 Ch. D. 70), *Rossiter* v. *Miller* (3 App. Cas. 321), *Lewis* v. *Brass* (3 Q. B. D. 667). For the defendant it was said that there was no final agreement: *Winn* v. *Bull* (7 Ch. D. 29).

BUTT, J., said that in his opinion there was no final agreement, and refused the injunction.—COUNSEL, *E. P. Hewitt; Tait*. SOLICITORS, *O. G. Harman; G. H. Finch*.

LAW STUDENTS' JOURNAL.

STUDENTS' CASES.

CONVEYANCING AND EQUITY.

TAYLOR *v.* NEATE (*ante*, p. 679).—The court has jurisdiction to appoint a receiver and manager of a partnership business, with a view to selling the same as a going concern, notwithstanding that the partnership has expired in pursuance of provisions to that effect in the partnership deed.

RE PARKER'S WILL (*ante*, p. 679).—There is no jurisdiction, on a petition under the Trustee Relief Act for payment of a fund out of court, to order repayment by the trustees of the costs deducted by them before payment in; any remedy against the trustees is by action.

ANDREWS *v.* BARNES (36 W. R. 705).—The High Court has a general discretionary power to award costs as between solicitor and client to a successful party when the justice of the case may require it in matters properly belonging to the Chancery Division.

RE DAVIS, DAVIS *v.* GALMOYE (*ante*, p. 693).—Applications for leave to issue a writ of attachment should be dealt with by the judge personally and in open court.

RE TALBOT, KING *v.* CHICK (*ante*, p. 695).—When the estate of a deceased insolvent is being administered in chancery, and the proceeds of an estate mortgaged are insufficient to pay the mortgagee's principal, interest, &c., the mortgagee is entitled to be paid out of the security the amount due, including interest, down to the present time (the proceeds of the security being first applied in payment of interest), and to prove against the testator's estate for any balance remaining due, but without interest thereon.

RE CRAWSHAY, DENNIS *v.* CRAWSHAY (*ante*, p. 696).—The court has no jurisdiction to sanction a scheme by which substantially the whole of the testator's property would be handed over to a joint-stock company in exchange for shares and debentures.

BROWELL *v.* PLEDGE (*ante*, p. 609).—When two joint mortgagees obtain the usual foreclosure judgment and one dies between the date of the chief clerk's certificate and the day fixed for payment, the foreclosure will be made absolute without giving the mortgagor further time to redeem.

TAILBY *v.* THE OFFICIAL RECEIVER (23 L. J. N. C. 121).—A general assignment of future book debts which might, during the continuance of the security, become due and owing is not void for vagueness and uncertainty (H. L.).

RE CASTLE STERRY'S TRUSTS (23 L. J. N. C. 119).—On a petition for the appointment of new trustees the affidavit filed as to fitness should disclose something as to the pecuniary means of the proposed new trustees.

RE BARKER (57 L. J. Ch. D. 756).—A person who is paralytic and deprived of speech is not necessarily of unsound mind for the purposes of the Trustee Act, 1850.

RE JUPP, JUPP *v.* BUCKWELL (36 W. R. 712).—A devise in 1887 of a share of residue between M. B., D. B., and H. B., in equal parts, M. B. and D. B. being husband and wife, held that H. B. still took a moiety.

COMMON LAW, BANKRUPTCY, AND CRIMINAL LAW.

RE FINLAY, EX PARTE THE CLOTHWORKERS' CO. (*ante*, p. 680).—When a lessee's trustee in bankruptcy obtains leave to disclaim a lease, the superior landlord may obtain an order calling on a mortgagee by way of underlease to take an order vesting the property in him subject to the same obligations as the bankrupt was under at the date of filing the bankruptcy petition, or else to be excluded from any interest or security in the disclaimed property, the landlord taking the property freed from both lease and underlease.

KENYON *v.* EASTWOOD (57 L. J. Q. B. D. 455).—By section 5 of the Debtors Act, 1869, orders for committal of defaulting debtors must be made by a county court judge in open court.

ROOKE *v.* CZARNIKOW (*ante*, p. 607) and MOORE *v.* GILL (*ante*, p. 693).—Whenever, under ord. 50, r. 1, costs follow the event unless the judge shall for good cause otherwise order, the Court of Appeal will not entertain an appeal where the judge has refused to exercise his discretion as to costs, and will never interfere with the decision of the judge on this point when it depends upon the facts except in an extremely strong case.

RE EMERY, EX PARTE OFFICIAL RECEIVER (*ante*, p. 696).—A bill of sale, the time for re-registering which has expired before the passing of the Bills of Sale Act, 1878, cannot be re-registered under that Act.

KELLARD *v.* ROOKE (*ante*, p. 643).—For an employée to recover against his principal for the "negligence of any person in the service of the employer who has any superintendence intrusted to him, &c.," the person must be one whose sole or principal duty is superintendence, and who is not ordinarily engaged in manual labour.

SANDFORD *v.* CLARKE (57 L. J. Q. B. 607).—A landlord with a weekly tenant was held liable for damage occasioned by a passer-by for a defective coal-plate belonging to the premises let, as such tenancies amount practically to a reletting weekly, and so the premises were out of repair at the time of letting.

BETTS *v.* ARMISTEAD (36 W. R. 720).—In a prosecution under section 6 of the Sale of Food and Drugs Act, 1875, for "selling to the prejudice of the purchaser any article of food or any drug which is not of the nature, substance, and quality demanded by such purchaser," it is not necessary to prove guilty knowledge on the part of the vendor.

PROBATE, DIVORCE, &C., AND ECCLESIASTICAL LAW.

D'ETCHEGOYEN *v.* D'ETCHEGOYEN (13 P. D. A. 132).—A minor, having acquired an English domicile by operation of law, when eighteen went to Canada, bought a farm there, and discharged the duties of a Canadian, and married a Canadian, but often stated that his stay there was merely temporary, and that he intended to return to England. In 1883 he returned with his wife and children to England. It was held that, although on several occasions he had returned to Canada since that, he had not lost his English domicile, and that the court had jurisdiction.

TANNER *v.* SCRIVENER (13 P. D. A. 128).—A written six months' notice to a licensed curate given by a vicar is sufficient, and there is no necessity to observe the formalities of section 112 of 1 & 2 Vict. c. 106, which refer to monitions and matters *ejusdem generis*.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—The opening meeting of the session 1888—9 of this society will be held at the Law Institution, Chancery-lane, on Tuesday, the 2nd of October, at 7 p.m. Members or students of either branch of the legal profession are eligible for election as members of the society. Gentlemen wishing to join the society are requested to communicate with either of the secretaries, Mr. E. Todd, 3, South-square, Gray's-inn, W.C., or Mr. J. D. Crawford, 3, King's Bench-walk, Temple, E.C.

THE WORKING OF THE BANKRUPTCY ACT, 1883.

THE fifth annual report of the Board of Trade under section 131 of the Bankruptcy Act, 1883, just issued, contains a report by the Inspector-General in Bankruptcy, in which he says:—It cannot be doubted that the general tendency of some of the provisions of the Bankruptcy Act, as judicially interpreted, is towards a deterioration of debtors' estates, and if this tendency has not been more apparent in the past, it is probably because the force of the provisions in question had not hitherto made itself fully felt, while other provisions were operating immediately and powerfully in a contrary direction. Some of the causes which appear to operate injuriously in this respect, and which can only be removed by legislation, have been pointed out in previous reports. The chief causes appear to be as follows, viz.:—

(1.) *The reduction effected by the Act in the period to which the trustee's title relates back, and during which, therefore, payments and assignments made with the knowledge of an act of bankruptcy are liable to be challenged*

Under the Act of 1869 this period extended to twelve months prior to the date of the adjudication, while under the present Act it only extends to three months from the date of the petition. The result of this reduction has been that a large number of transactions, under which particular creditors obtain a preference, with full knowledge of their debtor's insolvency (and which under the previous Act would have been set aside), now become valid, to the great injury of the general body of creditors. For example, cases are not infrequent, in which it is found that a debtor who has been adjudicated bankrupt, has previously conveyed the whole of his property under a private deed for the benefit of such of his creditors as assent to it by a particular date; and although such conveyance practically operates as a fraud upon those creditors who do not assent to the deed, by depriving them of any chance of a dividend, yet it is impossible

to challenge the transaction, if no petition in bankruptcy (on which a receiving order is made) is presented within three months. In this respect it would appear desirable to fall back to some extent upon previous legislation, by extending the period of the relation back of the trustee's title, if not to the twelve months' limit prescribed by the Act of 1869, at least to six months prior to the date of the petition.

(2.) *The facilities enjoyed by debtors under the present Act for obtaining a discharge without reference to the amount of assets available for creditors, or to the total absence of assets.*

Under the Act of 1869 it was provided that no debtor who had been adjudicated bankrupt should be entitled to his discharge unless on one of two conditions—viz., that his estate had yielded, or might with reasonable care have yielded, sufficient to pay a dividend of 10s. in the £, or that a special resolution of his creditors had been passed to the effect that his bankruptcy had arisen from circumstances for which the bankrupt could not justly be held responsible. It was found, however, that creditors were frequently induced, from personal motives, to pass such resolutions without adequate grounds, and that, on the other hand, they sometimes refused to do so where the circumstances would have fully justified it; and, in omitting the entire provision from the present Act, its promoters were probably influenced by the difficulty of laying down a minimum amount of dividend which should be fairly applicable to the varying circumstances of each individual case, and by the feeling that if the question of discharge was to be left to the discretion of the court as provided by the Act, it was better that that discretion should, as far as possible, be left unfettered. Whatever may have been the motives for the omission, it is tolerably clear as a matter of fact that the modification in the law thus effected has exerted—and, unless altered, will probably continue to exert—an unfavourable influence, by leading to a great dissipation of assets before bankruptcy. If a bankrupt knew that his discharge depended upon his ceasing to trade and filing his petition while a substantial estate was still available for distribution among his creditors, he would be more likely to do so than at present, when he knows that he gains no personal advantage by adopting such a course. An amendment of the Act in this respect appears to be desirable, providing that a debtor shall not be entitled to his discharge unless his estate has yielded, or might, in the judgment of the court, with reasonable care, have yielded, sufficient to pay a dividend to his creditors (of say 10s. in the £), unless the court is satisfied, on consideration of a report by the official receiver, that the debtor's failure has arisen from circumstances for which he cannot justly be held responsible, that he has not been guilty of any of the offences enumerated in the 28th section of the Bankruptcy Act, and that he has not been in fault in not having suspended payment of his debts at an earlier period

(3.) *The increasing unwillingness on the part of culpable and reckless debtors to face the exposure and publicity incidental to bankruptcy proceedings under the present Act, and the consequent disposition to stave off or avoid such proceedings, either by paying individual creditors under pressure so long as there are any available assets, or by abortive attempts to carry a private arrangement, which involve much delay, and thereby lead to a great waste of assets.*

The evils arising under this head would probably be considerably mitigated (without interfering with the legitimate right of creditors, when unanimous, to enter into a private arrangement with their debtor), by some modifications of the law with regard—1, To acts of bankruptcy; and 2, to the law of fraudulent preference. For although it is declared to be an act of bankruptcy for a debtor to "give notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts," the courts have held that the mere fact of suspension, and even an offer of a composition, are not in themselves sufficient to prove "notice" of suspension, and a debtor may therefore practically suspend payment, call his creditors together, and submit a statement of his position shewing himself to be insolvent, without committing an act of bankruptcy, and his estate may in the meantime be manipulated to the preference of some, and to the prejudice of other creditors, without any power of challenging such manipulations. Such a state of affairs is now of very frequent occurrence. Again, although section 48 of the Act provides that any payment or assignment in favour of a creditor shall be void as against a trustee in bankruptcy, if made within three months prior to the date of the bankruptcy petition, and "with a view of giving such creditor a preference over other creditors," the courts have interpreted the words "with a view" as meaning "with the *chief* view," and have decided that this section did not apply in cases where such preferences were deliberately given on the very eve of bankruptcy, and with full knowledge of insolvency, because they were not satisfied that the intention to prefer was the "dominant" motive of the transaction. This limitation of the scope of this section renders it in many cases inoperative; because while it may be perfectly easy for a trustee to shew that a payment or assignment was made with full knowledge, on the part both of debtor and creditor, that it constituted a preference over other creditors, or even to shew that the *intention* to prefer was perfectly clear, it becomes a matter of the utmost difficulty to shew which, out of a variety of motives, was the "dominant" one. The attempt to do so has been described by Lord Justice Bowen in the case of *Ex parte Griffith* v. *Wilcoxon*, as involving "metaphysical explorations of the motives of people." Such "explorations" are evidently unsuited to bankruptcy procedure, and it may be doubted whether the Legislature ever intended to force them upon a trustee. It appears, therefore, to be worthy of consideration whether the law could not be amended so as, without unduly interfering with legitimate trading transactions, to provide more effectually for the avoidance of voluntary preferences given on the eve of bankruptcy.

(4.) *The limitation of the right to present a bankruptcy petition against a debtor to creditors whose debts amount to £50 and upwards.*

This is not a new limitation, but the hardship which it entails upon small creditors has been considerably aggravated by the increasing disposition already noticed to stave off bankruptcy proceedings under the present Act. It appears that nearly 60 per cent. in number of the debts in bankruptcy are under £10, and the proportion of those under £50 probably exceeds 80 per cent. Thus four-fifths in number of the entire body of creditors have no individual power of making a debtor bankrupt, while he on his part has the power of making dispositions of his property which they have no effectual means of challenging. It is true that several creditors whose aggregate debts amount to £50 may combine in the petition, but this power is practically valueless; the creditors, as a rule, are unknown to each other, and, as a matter of fact, concerted action among independent creditors, with a view to making a debtor bankrupt (unless on the initiative of the debtor himself) is, as a rule, impossible.

LEGAL NEWS.

OBITUARY.

Mr. Henry Watson, solicitor, died at Aylesbury, on the 26th ult., in his seventy-fourth year. Mr. Watson was the youngest son of Mr. George Watson, solicitor, of Sheffield, and was born in 1814. He served his articles with his father, and he was admitted a solicitor in 1838. He shortly afterwards settled at Aylesbury, and he was successively clerk to, and partner with, Mr. Edward Prickett. He had been for several years associated with his son, Mr. Charles Henry Watson, who was admitted a solicitor in 1861. He was assistant-clerk to the Aylesbury County Court (Circuit No. 37) from 1848 till 1856, when he was appointed registrar of the court. He was a member of the first Board of Health elected at Aylesbury, and he was subsequently for twenty years clerk to the board. Mr. Watson retired from practice and resigned his appointments about eight years ago. He was a widower, and he leaves two sons and one daughter.

Mr. Alexander Suter, solicitor (of the firm of Robson & Suter), of Halifax, died on the 28th ult., after a somewhat long illness. Mr. Suter was the son of Mr. Peter Suter, of Halifax, and was born in 1834. He was admitted a solicitor in 1859, and he had practised for nearly thirty years at Halifax. He was formerly in partnership with the late Mr. Harrison Robson. Mr. Suter had a good private practice, and he was for several years clerk to the Ovenden Local Board and to the Northowram Local Board. He was buried on the 1st inst.

Mr. George William Hoyle, solicitor, of Sheffield, Rotherham, and Doncaster, died at Rotherham on the 2nd inst., from disease of the heart. Mr. Hoyle was the son of Mr. William Hoyle, solicitor, many years registrar of the Rotherham County Court, and was born in 1836. He was articled to his father. He was admitted a solicitor in 1859, and he had since practised at Rotherham, having also offices at Sheffield and Doncaster. Mr. Hoyle was for several years deputy-registrar of the Rotherham County Court (Circuit No. 13). He leaves a widow and eight children.

Mr. John Hotson, solicitor, of Long Stratton, died on the 3rd inst., at the age of seventy-four. Mr. Hotson was born in 1814. He was admitted a solicitor in 1835, and he had practised for about half a century at Long Stratton. He was a perpetual commissioner for the county of Norfolk, and he had a good local practice. Mr. Hotson had also held several important appointments, having been clerk to the Depwade Board of Guardians, superintendent-registrar, and clerk to the county magistrates and to the commissioners of taxes for the Hundred of Depwade.

Mr. William Trythall, solicitor (of the firm of Trythall & Bodilly), of Penzance, died on the 12th inst., at the age of seventy-one. Mr. Trythall was born in 1817. He was a clerk in the office of Mr. Paynter, of Penzance. He was admitted a solicitor in 1861, and he soon afterwards went into partnership with the late Mr. James Pascoe. More recently he was associated with Mr. George Ley Bodilly, who is coroner for the borough of Penzance. Mr. Trythall was a perpetual commissioner for the county of Cornwall, and he had a good practice in the district. He had been twice married, and he leaves a widow, but no family. Mr. Trythall was buried at Penzance Cemetery on the 17th inst.

Mr. George Dennis Darville Dudley, solicitor, of Oxford, died on the 1st inst. after a long illness. Mr. Dudley was born in 1850. He was admitted a solicitor in 1873, and he practised at Oxford till about two years ago, when the state of his health compelled him to retire. He was for several years clerk to the Oxford Police Committee, and he was a proctor in the Vice-Chancellor's Court. He was also honorary solicitor to the Oxford Fire Brigade. Mr. Dudley was for several years a captain in the Oxford City Rifle Corps, and he had retired with the honorary rank of major. He leaves a widow and six children. He was buried at St. Sepulchre's Cemetery, Oxford, on the 5th inst.

APPOINTMENTS.

Mr. William Buckley Roderick, solicitor, of Llanelly, has been appointed a Notary Public.

Mr. Herbert Cowell, barrister, has been appointed a Magistrate for the county of Suffolk. Mr. Cowell is the second son of Mr. George Kersey Cowell, of Ipswich. He was educated at Wadham College, Oxford, where he graduated second class in Law and Modern History in 1859. He was called to the bar at the Middle Temple in Michaelmas Term, 1861. He practised for several years at Calcutta, and he is author

of an Indian Law Digest. Mr. Cowell is reporter for the Law Reports before the Judicial Committee of the Privy Council.

Mr. William Hunter Rodwell, barrister, has been appointed a Magistrate for the County of Suffolk. Mr. Rodwell is the eldest son of Mr. Benjamin Bridges Hunter Rodwell, Q.C., and was born in 1850. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Middle Temple in Easter Term, 1875, and he practises on the South-Eastern Circuit and at the Essex and Colchester Sessions.

Mr. Bromley Challenor, solicitor, of Abingdon and Oxford, has been appointed Clerk to the Abingdon Board of Guardians, Assessment Committee, and School Attendance Committee, and Rural Sanitary Authority, and Superintendent-Registrar for the Abingdon District, in succession to his father, the late Mr. Bromley Challenor, senior. Mr. Challenor has been for several years deputy-clerk to the board. He was admitted a solicitor in 1874, and he is also town clerk of Abingdon, and coroner for the Borough of Abingdon and the Abingdon District of Berkshire.

Mr. Henry Cave Way, solicitor, of Landport, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Horace Edward Foster, solicitor, of Halifax, has been appointed Clerk to the Ovenden Local Board, in succession to the late Mr. Alexander Suter. Mr. Foster has been appointed Solicitor to the Halifax Club Rooms Co.

Mr. Frederick Gladstone Bagshawe, barrister, has been appointed an additional Revising Barrister for the Metropolis. Mr. Bagshawe is the fifth son of the late Mr. Henry Ridgard Bagshawe, Q.C., formerly judge of the Clerkenwell County Court, and brother of the present Judge Bagshawe. He was born in 1845. He was called to the bar at the Middle Temple in Michaelmas Term, 1867, and he practises in the Chancery Division.

Mr. Howell Thomas, solicitor, of 40, Chancery-lane, London, and of Neath, Glamorganshire, has been appointed a Perpetual Commissioner to take Acknowledgments by Married Women.

CHANGES IN PARTNERSHIP.

Dissolutions.

Henry Bazalgette and John Henry Ralph Smythe, solicitors (H. Bazalgette & Smythe), of Bournemouth. June 30. [*Gazette*, Sept. 14.

William Frederick Morecroft, Arthur Hubert Morecroft, and William James Winstanley, solicitors (W. & A. Morecroft & Winstanley), Liverpool. Nov. 30, 1887. As regards the said Arthur Hubert Morecroft.

William Frederick Morecroft and William James Winstanley, solicitors (W. & A. Morecroft & Winstanley), Liverpool. Aug. 31. [*Gazette*, Sept. 18.]

GENERAL.

The *Times* correspondent telegraphs from Philadelphia that full special reports of the proceedings before the Special Commission "fill all the newspapers."

The Calcutta correspondent of the *Times* says that Mr. Justice Wilson has been appointed President of the Special Commission for the trial of Mr. Crawford at Poonah; that he is one of the ablest judges in India; and that his appointment will greatly strengthen the commission in public estimation.

The London correspondent of the *Manchester Guardian* says:—"From time to time one hears a good deal of large retainers to eminent counsel to go abroad, such as Serjeant Ballantine's £10,000 to defend the Gaikwar of Baroda, and the preliminary fees of the counsel for the Nizam and Abdul Huk before the recent House of Commons Committee. I hear of a case in which a member of the Sierra Leone bar, who is a native of West Africa, is receiving £3,000 to appear before the Privy Council in a case coming from the Supreme Court of Sierra Leone."

In the City of London Court on Saturday, the 15th inst., before Mr. Besley, deputy judge, the case of *Erwin* v. *Erwin* was heard. It was an application on behalf of the plaintiff for the defendant to shew cause why he should not be committed to prison for the non-payment of £11 7s. 3d. due to the plaintiff, his wife, under an order for alimony, which was made by the Divorce Court. Mr. Gill appeared for the defendant, and objected to the jurisdiction. He said that this court had no power to enforce a judgment of the High Court. The High Court could enforce its own judgment by attachment. Mr. Kimber, for the plaintiff, said as the amount due was under £50 he had been referred by Mr. Justice Cave to the Bankruptcy Court, where he was again referred to this court. The Deputy Judge said he was not satisfied that a mere interlocutory judgment such as alimony was enforceable in this court. As long as the well-known case of *Lynch* v. *Lynch* was not overruled he should leave the High Court to enforce its own orders. It appeared to him to have been an error in sending the case to this court. No order was made, and the defendant's application for costs was refused.

On Tuesday, in the Edmonton County Court, before Judge Abdy, a defendant in a case kissed the Testament before the oath had been properly administered, and again kissed the book carelessly, after repeated caution by the high bailiff. His Honour said he would much prefer an affirmation instead of an oath, because he did not like to see the oath profaned, as it frequently was. For instance, at the last sitting of the court, he noticed a woman, apparently with no bad intention, kiss one of the law books on the table. The object of an oath was that the deponent might be made liable to a prosecution for perjury if he or she gave false evidence, and that end would be as successfully insured if an affirmation was substituted for an oath. If understood, an affirmation or declaration would be as binding upon any individual as an oath, as the breaking of a saucer was binding upon a Chinese. He (the judge) certainly did not like the careless way in which many people handled the Testament. They did not listen until the words of the oath were stated to them, and kissed the book, as some would any other that might be within reach, without thinking what they were doing. In his opinion an affirmation would be much better than the ordinary oath.

Mr. Maple, M.P., recently wrote to Mr. Walter Long, M.P., stating that "in connection with the elections for the county council of London two rather important questions arise. The first is as to the voting. Since two members are to be returned for each parliamentary division (except the City), electors are to have the power of recording two votes:—(*a*) May these be recorded for one candidate; and (*b*) may the elector only record one vote for one candidate if he so desires? The second question is whether there is any clause which precludes duly-qualified ladies from becoming candidates for county councillors." In reply the Assistant-Secretary of the Local Government Board says: "As regards your first question, I am to state that it would seem that the elector may not give more than one vote for one candidate; but he may, apparently, vote for one candidate only. In reply to your second question, I am to state that, having regard to the case of *Flintham* v. *Roxburgh* (17 Q. B. D. 44), it appears to the board that a woman is not entitled to be elected a county councillor."

WINDING UP NOTICES.

London Gazette.—Friday, Sept. 14.

JOINT STOCK COMPANIES.

Limited in Chancery.

American Exchange in Europe.—Petn for winding up, presented Sept 12, directed to be heard before Denman, J., on Sept 23. W. Alexander Colyer, 41, Wych st, Strand, solor for petner

Gasking Patent Driving Belt and Leather Co., Limited.—Denman, J., has fixed Sept 26, at 1.15, at the chambers of North, J, Royal Courts of Justice, for appointment of an official liquidator

Photophane Co., Limited.—Denman, J., has fixed Sept 26, at 10.30, at Room 700, Royal Courts of Justice, for appointment of an official liquidator

Share Exchange and Banking Co., Limited.—Petn for winding up, presented Sept 11, directed to be heard before the Vacation Judge on Sept 26. Norris & Co., Bedford row, agents for Barrow & Cook, St. Helens, solors for petner

Western Insurance Co., Limited.—Denman, J., has, by an order dated Sept 6, appointed Gerard Van de Linde, 12, Laurence Pountney lane, to be official liquidator

FRIENDLY SOCIETY DISSOLVED.

Apollo Sick and Burial Friendly Society, Hall lane, Liverpool. Sept 10

Market Rasen White Hart Friendly Society, White Hart Hotel, Market Rasen. Sept 10

Waltham St. Laurence Friendly Benefit Society, Royal Oak Inn, Waltham St. Laurence. Sept 10

London Gazette.—Tuesday, Sept. 18.

JOINT STOCK COMPANIES.

Limited in Chancery.

Consumers' Direct Fish Supply Association, Limited.—Denman, J., has, by an order dated Sept 6, appointed Alfred Augustus James, 66, Coleman st, to be official liquidator

Paper Fibre Co., Limited.—Denman, J., has fixed Sept 27, at 1.45, at the Royal Courts of Justice, for the appointment of an official liquidator

Universal Discount Co., Limited.—Denman, J., has fixed Thursday, Sept 27, at 10.30, in the Royal Courts of Justice, for the appointment of the official liquidator

County Palatine of Lancaster.

Limited in Chancery.

Wholesale Stationers' and Paper Makers' Co., Limited.—Petn for winding up, presented Sept 8, directed to be heard at the Chancery Office, Winckley st, Preston, on Sept 25, at 11. Holland Owen, Union ct, Castle st, Liverpool, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

Benefit Society of Tradesmen, Exeter st, North Tawton. Sept 13

Devonport Philanthropic Union Society, Barley Sheaf Inn, Devonport. Sept 11

Earl Cowper Lodge, Unied Order of Loyal Independent Shepherds, Horse and Groom Inn, Moor Green, Greasley. Sept 11

Handley Benefit and Friendley Society, Star Inn, Handley. Sept 11

Independent Hearts of Freedom Friendly Society, Gt Western Coffee Tavern, Rotunda bdgs, Cardiff. Sept 11

Islington General Benefit Society, William the Fourth Inn, Upper Park st, Barnsbury. Sept 12

Kenilworth Friendly Insurance Society, the Institute, Kenilworth. Sept 11

Leintwardine Friendly Society, Lion Inn, Leintwardine. Sept 15

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette—Tuesday, Sept. 4.

Allday, William, Waverley rd, Southsea, Gent. Oct 15. Jeffery Parr & Hasell, Birmingham

Boynton, George Hebblethwayte Lutton, Haisthorpe, East Riding, York, Esq. Nov 1. Harland, Bridlington

Davis, Thomas Garland, Guildford, Hotel Proprietor. Oct 10. Smallpiece & Sons, Guildford

Dimmock, Samuel, Savona pl, Battersea pk rd, Retired Publican. Sept 19. Ratcliff, Camberwell New rd

Farrell, Maurice, Wootton, Bedford, Clerk in Holy Orders. Oct 10. Pearse, County Court Office, Bedford

Fyson, George, Norton rd, Hove, Brighton. Nov 1. Jeans & Morgan, Manchester

HARBORD, CHARLES HODGSON, H.M. Dockyard, Bermuda, Chaplain in the Royal Navy. Oct 4. Hallett & Spottiswoode, Craven st
HARNETT, JANET, Holly Bank, Kenley. Oct 22. Gatty Jones & Son, Crosby sq
HARRIS, JOHN, Hednesford, Stafford, Gent. Oct 15. Parr & Hasell, Birmingham
HARRISON, JENNET, Yealand Conyers, Lancaster. Sept 30. Ford & Warren, Leeds
HARVEY, STEPHEN SAUNDERS, Lowestoft, Retired Veterinary Surgeon. Oct 1. Reeve, Lowestoft
HIRST, ANNE, Old Trafford, nr Manchester. Oct 15. Addleshaw & Warburton, Manchester
HOWARD, WILLIAM CHARLES, Trafalgar rd, Old Kent rd, Camberwell. Oct 20. Howard, Hampstead
JEPSON, JAMES, Ferndale, Glamorgan, Licensed Victualler. Oct 16. Jones & Co, Cardiff
JONES, HENRY CHARLES BARRY RYAN, Knowle Asylum, Fareham, Major in H.M. Army. Oct 4. Courtney Derry, Ventnor
KEESON, ALFRED DANIEL, Loudoun rd, St John's Wood, Esq. Oct 31. J. T. & G. F. Marshall, Theobald's rd
LAMBERT, CHARLES JOSEPH, Park lane, Merchant. Oct 31. Johnson & Co, Winchester House
LYONS, HYMAN, Chambres rd, Southport, Ink Manufacturer. Oct 31. Grundy & Lamb, Manchester
MOORAT, SAMUEL ALEXANDER, Pondicherry, East Indies. Nov 15. Palmer & Co, Trafalgar sq
NEWMAN, ALBERT WILLIAM, Part st, Southport, Stationer. Oct 15. Addleshaw & Warburton, Manchester
NICHOLS, JAMES CHARLES, sen, Fradley, Alrewas, Stafford, Land Agent. Oct. 1. Barnes & Son, Litchfield
PEARCE, GEORGE, Wood st, Burton-on-Trent, Gardener. Oct 2. Taylor, Burton-on-Trent.
POTTER, FANNY, Tavistock st. Oct 6. Lockyer, New Cross rd.
PRICE, ALFRED HENRY, Sydney, New South Wales. Oct 31. Loxley & Morley, Cheapside.
RICHARDS, ANNIE, Henbury, Gloucester. Sept 22. Meade-King & Bing, Bristol.
ROBSON, HERBERT, Durham, Wine and Spirt Merchant. Oct 1. Chapman, Durham.
ROSE, JOB, Newton, Sturminster Newton, Dorset, Farmer. Oct 6. Dashwood Sturminster Newton
ROUGIER, JEAN, Aldershot, Messman. Nov 1. Foster, Aldershot
SCROXTON, THOMAS, Bromsgrove, Worcester, Manufacturer. Nov 30. Sanders Bromsgrove
SIDDLE, ROBERT, Derby st, Sunderland, Gent. Oct 8. Boulton, Sunderland
SPEAIGHT, CHARLES WILLIAM, Fetter lane, Printer. Oct 9 Dance, Castle ct
TAYLOR, ABRAHAM, Lingfield, Surrey. Oct 12. Pearless & Sons, East Grinstead
WAINWRIGHT, JOHN HARLEY, Railway terr, Pontnewynydd, nr Pontypool Auctioneer Oct 31. Haslewood Parkes, Pontypool
WELCH, GEORGE, Bath st, Leamington, Warwick, Butcher. Sept 29. Wright & Hassall, Leamington
WELLARD, Rev. LAWRENCE PALK, Talaton, Devon, Clerk in Holy Orders. Oct 19. James, Exeter
WOLTON, HENRY JOHN, Charlotte st, Brighton, Gent. Oct 24. Hunt & Co, St Swithin's lane

London Gazette.—FRIDAY, Sept. 7.

BENSON, MARTIN, Wiltshire rd, Brixton, Gent. Oct 6. Millman, Great James st
BLASBY, BENJAMIN, South Shields, Master Mariner. Oct 29. Rennoldson, South Shields
BROGDEN, WILLIAM, Little Ribston, York, Farmer. Nov 1. Harland & Ingham, Leeds
BURT, ELIZABETH, Sherburn Colliery Station, Durham. Sept 25. Mawson, Durham
CARTER, CATHERINE (otherwise CATHERINE ROSE CARTER), Caversham rd, Kingston on Thames. Oct 18. Wheatley & Co, New inn
CARTER, ELIZA SARAH ANNIE, Pear st West, Sheffield. Oct 7. Watson & Co, Sheffield
CRAFER, FREDERICK, Woodbridge, Esq. Oct 10. Coote & Ball, Cursitor st
CURTEIS, EDWARD BARRETT, and FRANCIS CURTEIS, Leasam, Rye, Sussex. Nov 1. Ford & Co, South sq
EDELSTEN, SAMUEL PETER, Froghall lane, Warrington, Gent. Oct 16. Davies & Co, Warrington
EXCELL, ANNA LOUISA, Romney pl, Maidstone. Oct 11. Ellis, Maidstone
GERARD, Right Hon. Lady HARRIET, Twyford Abbey, Ealing. Oct 15. Meynell & Pemberton, Whitehall pl
HADFIELD, ROBERT, Sheffield, Steel Manufacturer. Dec 1. Rodgers & Co, Sheffield
HOWARD, WILLIAM CHARLES, Trafalgar rd, Old Kent rd. Oct 20. Howard, Eversleigh, Lyndhurst gdns
JONES, ANN ISABEL BENNETT DERBY, Loraine pl, Holloway. Oct 31. Goldberg & Langdon, West st
LAWSON, WILLIAM, Harton, Durham, Gent. Oct 29. Rennoldson, South Shields
LEDGER, CAROLINE SOPHIE, Banner sq, Finsbury. Sept 26. Morris, Gresham st
LLOYD, JANE, Betley, Stafford, Shopkeeper. Oct 1. Knight & Son, Newcastle under Lyme
MACKINNON, LAUCHLAN, Torquay, Esq. Dec 25. Rooker & Co, Plymouth
MAURICK, ELIZA, Bonn on the Rhine, Germany. Nov 1. Harwood & Stephenson, Lombard st
PARFITT, ROSINA, Penylan, Glamorgan. Oct 15. Morriss & Son, Cardiff
ROBERTS, Rev. EDWARD, Bunbury Rectory, Dubunry, Chester. Sept 29. Moss & Sharpe, Chester
STEPHENSON, ELEANOR, Commercial rd, South Shields. Oct 1. Rennoldson, South Shields
STOREY, HANNAH, Scotton, York. Sept 19. Gilling, Knaresborough
TERRY, WILLIAM, Knaresborough, York, Maltster. Sept 19. Gilling, Knaresborough
TURNER, ANNETTE, Benedict rd, Stockwell rd. Oct 18. Lydall, John st
TYSER, GEORGE DORMAN, Gloucester sq, Hyde pk, Esq. Nov 1. Waltons & Co, Leadenhall st
WARBURTON, ROBERT, Bowdon Hall, Chester, Gent. Oct 15. Addleshaw & Warburton, Manchester
WARD, JANE Newcastle Drive, Nottingham pk, Nottingham. Oct 31. Watson & Co, Nottingham
WHALEY, HENRY, Gayle, nr Hawes, York, Barrister at Law. Oct 22. Smith, Hawes
WOOTTON, ANNA MARIA HARRIETTE ROGERS, Pembridge villas, Southfields, Wandsworth. Oct 6. Devonshires, Frederick's pl

London Gazette.—TUESDAY, Sept. 11.

BELL, JOHN, Louth, Lincoln, Esq. Nov 1. Bell & Ingoldby, Louth
BIRKBECK, WILLIAM LLOYD, Stone bldngs, Esq. Oct 13. Yallance & Co, Lombard House
BARHAM, CAROLINE, Hastings. Oct 15. Meadows & Co, Hastings
BUNCE, ELIZABETH, Hillingdon, Middlesex. Oct 23. Woodbridge & Sons, Uxbridge
CAPLIN, Madame ROXEY ANN, Berners st. Oct 8. Anderson & Sons, Ironmonger lane
CRABTREE, Mrs. MARCELLA CAROLINE LEVINGE, Bedford. Sept 29. Stimson, Bedford
EHLERS, WILLIAM HENRY (commonly called or known as WILHELM EHLERS), Carthagena, Spain, Merchant. Oct 31. Crump & Son, Philpot lane
FRASER, JAMES, Engineer. Oct 1. Holmes, Leeds
HALL, RICHARD, Lilly rd, Fairfield, nr Liverpool, Wholesale Butcher. Oct 31 Bateson & Co, Liverpool
HARRISON, RICHARD, Palmerston drive, Seaforth, Retired Butcher. Oct 20. Quinn & Son, Liverpool
HARTLEY, MARY, Stockley, Pomeroy, Devon. Oct 6. Rogers, Falmouth
HOLMEL, JOHN, Bagnor, nr Newbury, Berks. Oct 10. Taylor, Bakewell
EDMUND, JONES, Efton terr, Flint, Retired Farmer. Oct 11. Hughes, Flint
MACKINNON, GEORGE, Preston, Lancaster. Dec 6. Whitaker, Duchy of Lancaster Office, London
NELSON, THOMAS WALKER, Cambridge gt, Regent's pk, Esq. Oct 22. Johnson & Master, Theobald's rd
PEACOCK, ROBERT, Louth, Lincoln, Hotel Keeper. Nov 3. Allisons & Allisons, Louth
POTTER, HENRY, Rossett, Denbigh, Farm Bailiff. Nov 1. Dean & Son, Preston
REYNOLDS, JOHN, Newcastle upon Tyne, Shoemaker. Oct 17. Dix & Warlow, Newcastle upon Tyne
RODDIS, JOHN, Northampton, Licensed Victualler. Sept 29. Roche, Northampton
SCHOLEY, CHARLES, St Peter's st, Leeds, Grocer. Oct 12. Bowling & Hirst, Leeds
STEAINS, JOHN PHILLIPS, Aughton rd, Birkdale, Agent. Oct 31. Bullock & Worthington, Manchester
TILLEY, JOHN, Lutterworth, Leicester, Farmer & Grazier. Oct 23. Watson & Channer, Lutterworth
TURNER, JOHN, Spotland rd, Rochdale, Letter-press Printer. Oct 15. Worth, Rochdale
WEEKS, JAMES, Walter's row, Vicarage prospect, Dudley, Worcester, Fire-iron Maker. Sept 25. Watts & Jobson, Dudley
WILLOUGHBY, GEORGE, Bowes Green rd, Bowes Park, Cab Proprietor. Oct 8. Kingsbury & Turner, Brixton rd
WRIGHT, ARTHUR, Wigston Magna, Leicester, Hairdresser and Tobacconist. Sept 29. Bulman, Leicester

London Gazette.—FRIDAY, Sept. 14.

ARMSTRONG, ELIZABETH, Grafton st, Leeds, Flour and Horse Corn Dealer. Nov 1. Simpson, Leeds
BENTLEY, JOHN, Church Bank, Bolton, Lancaster, Flour Dealer. Oct 31. Greenhalgh & Cannon, Bolton
BROADBENT, THOMAS, Deans, Swinton, Lancaster. Oct 26. Dendy & Paterson, Manchester
BURGESS, Miss ALICE, Percy pl, Bath. Oct 15. Maule & Robertson, Bath
BURRELL, FREDERICK JOHN, Fareham, Hants, Merchant. Nov 10. Goble & Warner, Fareham
CARR, ELIZABETH SARAH, Ashburnham rd, Greenwich. Sept 29. Ruddle, Southampton bldngs
CLARKE, MICHAEL WRANGLES, Winterton Hall, Lincoln. Oct 31. Clarke, Hull
DOBSON, HENRY, Hampton rd, Southport, Gent. Oct 15. Banks & Co, Preston
GARTHWAITE, JOHN, Churchfield rd, Acton, Gent. Oct 15. Trotter & Co, Bishop Auckland
GILES, HENRY, Middleton cum Fordley, Suffolk, Gent. Oct 11. Mills, Ipswich
HALL, AMELIA, Spofforth, York. Nov 22. Kirby & Son, Harrogate
HOLL, FRANCIS MONTAGUE (otherwise FRANK HOLL), Three Gables, Fitzjohn's avenue, Hampstead, Member of the Royal Academy. Oct 31. Pocock, Basinghall st
HOLLIS, MARY ANN, Franchise st, Birchfields, Stafford. Oct 1. Coley & Coley, Birmingham
HUNT, COLSTON THOMAS, Clifton cottage, Easton in Gordano, Somerset, Market Gardener. Oct 20. Meade-King & Bigg, Bristol
KRUGER, JOHN FREDERICK, Wright st, Kingston upon Hull, Marine Superintendent. Oct 25. Tenney & Co, Hull
LEE, WILLIAM, Park rd North, Acton, Gent. Oct 24. Jennings, Patshull rd, N.W.
LLOYD, HENRY, Allington rd, Bedminster, Bristol, Architect. Oct 17. Lloyd, Wolverhampton
LOGAN, Miss ELLEN, Hermitage, Jarvis Brook, parish of Rotherfield, Kent. Nov 30. Clayton & Co, Lancaster pl
LYNCH, ANN, Dee st, Liverpool. Sept 29. Massey, St Helens
NEECH, CAROLINE, Inglis rd, Ealing Common. Nov 12. Last & Sons, Albert bldngs
PADDON, NEVILLE, West Malling, Kent, Coal Merchant. Oct 15. Hayward & Smith, Rochester
PIGGOTT, JOSEPH ALLEN, the Elms, Bedford, Esq. Nov 24. Pearse, Bedford
ROGERS, ISAAC, Bruges, Belgium, Rentier. Nov 15. Roy & Cartwright, Lothbury
SABINE, JAMES, Malvern rd, Kilburn, Gent. Nov 1. Oldfield, St Stephen's chmbrs
SCHNEPP, CHRISTOPHER, Brighton rd, Stoke Newington, Licensed Victualler. Oct 8. Armstrong, Chancery lane
SHAW-HELLIER, THOMAS, Elm grove, Hammersmith, Clerk in Holy Orders. Oct 31. Bridger & Son, Temple chmbrs
SMITHSON, WILLIAM, Murton Colliery, Durham. Oct 20. Boulton, Sunderland
SPARROW, ARNOLD, Nelson sq, Peckham, Draper and Haberdasher. Oct 27. Flewker & Page, Wolverhampton
STAPLES, Sir JOHN, K.C.M.G., Argyll pl, Regent st. Sept 29. Staples, Cannon st
STEAD, JOSEPH, McOwen st, Rochdale, Ex-Inspector of Police. Oct 1, Brierley & Hudson, Rochdale
STOCKLEY, GEORGE CATOR, Barnard villas, Bath, Retired General, late of her Majesty's Bombay Army. Oct 12. Payne & Fuller, Bath
THOMSON, ADAM, Higher Temple st, Chorlton upon Medlock, Manchester, Travelling Draper. Oct 11. Boote & Edgar, Manchester
TODD, JOHN, Horsforth, York, Labourer. Nov 1. Craven, Horsforth
WRIGHT, GEORGE, Dingle rd, Tranmere, Birkenhead, Newspaper Reporter. Oct 16. Lamb, Birkenhead
WRIGHT, Rev BUCHAN WARREN, Norton Cuckney Vicarage, Nottingham, Clerk in Holy Orders. Oct 31. Mee & Co, Retford
WINMILL, MARY, Kellett rd, Brixton. Oct 10. Pumfrey, Paternoster row

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 14.

RECEIVING ORDERS.

ATKINSON, JEREMIAH, Egremont, Cumberland, Ironmonger Whitehaven Pet Sept 11 Ord Sept 11
BROOKE BROTHERS, residence unknown, Brewers High Court Pet Aug 20 Ord Sept 11
BRYAN, JOHN, Walton by Kimcote, Leicestershire, Wheelwright Leicester Pet Sept 11 Ord Sept 11
DANCE, EDWARD, Bushey Hill rd, Queen's Tax Collector High Court Pet July 27 Ord Sept 11
DICKSON, CLEMENT JOHN, Holmwood, Surrey Croydon Pet Aug 27 Ord Sept 11
EVANS, WALTER, Middlesborough, Tailor Stockton on Tees and Middlesborough Pet Sept 12 Ord Sept 12
FAULKNER, FRANCIS MACNAMARA, Birkdale, nr Southport, A Retired Captain Liverpool Pet Aug 17 Ord Sept 12
GERRARD, JANE, Preston, Draper Preston Pet Aug 30 Ord Sept 8
GODBER, JOHN COLLINSON, Nottingham, Hosier Nottingham Pet Sept 11 Ord Sept 11
GORDON, DAVID LANGLANDS, Iver, Buckinghamshire, Farmer Windsor Pet Sept 8 Ord Sept 8
HALLAM, GEORGE, and THOMAS BLAIR, Longton, Staffordshire, China Manufacturers Stoke on Trent Pet Aug 29 Ord Sept 10
HEWISON, GEORGE HENRY, York, Florist York Pet Sept 11 Ord Sept 11
HEYWARD, GEORGE ARTHUR, Salford, Estate and Insurance Agent Salford Pet Aug 15 Ord Sept 10
HISCOCK, MICHAEL, Bredford, Wilts, Licensed Victualler Bath Pet Sept 12 Ord Sept 12
JOY, MARY, Rhyl, Hotel Keeper Bangor Pet July 5 Ord Sept 11
KNOTT, THOMAS, Saltburn by the Sea, Merchant Stockton on Tees and Middlesborough Pet Sept 8 Ord Sept 8
RAMSAY, HARRY HARRIS, Gresham st, Trimming Manufacturer High Court Pet Sept 12 Ord Sept 12
RICHARDS, CHARLES THOMAS, Belgrave, Builder Leicester Pet Aug 28 Ord Sept 10
SANT, JOHN, Stoke upon Trent, Accountant Stoke upon Trent Pet Aug 27 Ord Sept 10
SMITH, GEORGE WILLIAM, Old Bond st, Jeweller High Court Pet Sept 10 Ord Sept 10
SMITH, JAMES GORDON, Cannon st, Merchant High Court Pet Aug 15 Ord Sept 10
STOTT, JOHN, Bradford, Tobacconist Bradford Pet Sept 11 Ord Sept 11
TRACE, GEORGE, Elgin terr, Maida Vale, Private Inquiry Agent High Court Pet Aug 4 Ord Sept 10
WARD, EDWARD JAMES, Surrey st, Strand, Solicitor High Court Pet Aug 23 Ord Sept 10
WHITTON, JAMES, Leeds, Tailor Leeds Pet Sept 12 Ord Sept 12
WILLIAMS, JOSEPH ELLIS, West Brompton, Metal Casement Maker High Court Pet Aug 1 Ord Sept 10

RECEIVING ORDER RESCINDED.

SINFIELD, FRANK, Stratford, Essex, out of business High Court Ord Aug 8 Resc Sept 11

FIRST MEETINGS.

ARMISTEAD, EDWARD, Leeds, Contractor Sept 24 at 11 Off Rec, 22, Park row, Leeds
BAINBRIDGE, JOHN, Cambridge, Mineral Water Maker Sept 21 at 1 Off Rec, 5, Petty Cury, Cambridge
CLYDESDALE, WILLIAM, Moston, nr Manchester, Grocer Sept 24 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
COX, WALTER, Honor Oak, East Dulwich, Salesman Sept 21 at 12 33, Carey st, Lincoln's inn
DENYER, GEORGE KIMBER, St Albans, Plumber Sept 21 at 11 George Hotel, St Albans, Herts
DIXON, WILLIAM REUBEN, Essex st, Strand, Clerk Sept 21 at 12 33, Carey st, Lincoln's inn
DODD, BENJAMIN JENKINS, Rhosllanerchrugog, Denbighshire, Boot Dealer Sept 24 at 2 30 Bankruptcy Office, Crypt chbrs, Chester
GERRARD, JANE, Preston, Draper. Sept 21 at 3 Off Rec, 14, Chapel st, Preston
GRAVES, JOHN, Eccles, Solicitor Sept 24 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester
HANCOCK, C, Walthamstow, Builder Sept 24 at 11 33, Carey st, Lincoln's inn
HARDCASTLE, PHILLIP HALL, Devereux ct, Strand, Solicitor Sept 21 at 11 33, Carey st, Lincoln's inn
HEWISON, GEORGE HENRY, York, Florist Sept 25 at 11 Off Rec, York
JUXON, WILLIAM, Birchfields, Staffs, Nut Maker Sept 26 at 10 30 25, Colmore row, Birmingham
LIDDINGTON, THOMAS JAMES, Tring, Herts, Miller Sept 25 at 1.30 25, Walton st, Aylesbury
LLOYD, JOHN JAMES, and SARAH ANNIE LLOYD, Haverfordwest, Ironmongers Sept 25 at 12 25, Colmore row, Birmingham
MARSHALL, CORNELIUS THEOPHILUS, Halifax, Clothier Sept 24 at 3 Off Rec, Halifax
MORTEN, THOMAS HONNOR, Cockspur st, Charing Cross, Gun Maker Sept 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
NICHOLSON, SAMUEL F. BOWERS, Manchester, Wine Merchant Sept 24 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
PEQUET, GEORGES, Hatton garden, Wine Merchant Sept 21 at 11 33, Carey st, Lincoln's inn
PEREIRA, C, Lenthall rd, Dalston, Builder Sept 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
RICHARDS, CHARLES THOMAS, Leicester, Builder Sept 24 at 3 28, Friar lane, Leicester
ROSE, THOMAS, Salford, Wheelwright Sept 24 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
SAWYER, JAMES WILLIAM, Haverhill, Suffolk, Butcher Sept 24 at 3 Townhall, Haverhill
SHAPIRO, ARTHUR LEOPOLD, Dewsbury, Furniture Dealer Sept 21 at 3 Off Rec, Bank chbrs, Batley
STOTT, JOHN, Bradford, Tobacconist Sept 25 at 11 Off Rec, 31, Manor row, Bradford
VOWLES, WILLIAM, address unknown, Miller Sept 25 at 12.30 Off Rec, Bank chbrs, Bristol
WHITE, WILLIAM, George st, Croydon, Provision Merchant Sept 21 at 3 109, Victoria st, Westminster
WIGGINS, GEORGE THOMAS, St Albans, Builder Sept 21 at 11.30 George Hotel, St Albans
WRAGG, EDWARD JOHN, Whitechapel High st, Coachbuilder Sept 21 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

ATKINSON, JEREMIAH, Egremont, Ironmonger Whitehaven Pet Sept 11 Ord Sept 12
BAINBRIDGE, JOHN, Cambridge, Mineral Water Manufacturer Cambridge Pet Aug 29 Ord Sept 10
BARTON, THOMAS, Bourton on the Water, Glos, Miller Cheltenham Pet Aug 9 Ord Sept 12
BERGER, JOSEPH, Middlesborough, Boot Dealer Stockton on Tees and Middlesborough Pet Aug 11 Ord Sept 11
BRAY, WILLIAM HENRY, New Humberstone, Leicester, Builder Leicester Pet Aug 28 Ord Sept 11
CAWTE, CHARLES ARTHUR, Landport, Hampshire, Baker Portsmouth Pet Aug 22 Ord Sept 10
DAYKIN, HERBERT, Lincoln, Money Lender High Court Pet Aug 14 Ord Sept 10
EVANS, WALTER, Middlesborough, Tailor Stockton on Tees and Middlesborough Pet Sept 12 Ord Sept 12
GABB, LEONARD ARTHUR, Bewdley, Worcester, British Wine Manufacturer Kidderminster Pet Aug 1 Ord Sept 10
GERRARD, JANE, Preston, Draper Preston Pet Aug 29 Ord Sept 11
GODBER, JOHN COLLINSON, Nottingham, Hosier Nottingham Pet Sept 11 Ord Sept 11
GRAVES, JOHN, Eccles, Solicitor Salford Pet Sept 8 Ord Sept 10
HEWISON, GEORGE HENRY, York, Florist York Pet Sept 10 Ord Sept 11
HISCOCK, MICHAEL, Bradford, Wilts, Licensed Victualler Bath Pet Sept 12 Ord Sept 12
HOLLOWAY, HENRY, East Ham, Essex, Contractor High Court Pet Aug 10 Ord Sept 12
HOLMWOOD, WILLIAM CHARLES, Melcombe Regis, Dorset, Grocer Dorchester Pet Aug 23 Ord Sept 10
HOWSON, ROBERT, Blackburn, Cab Proprietor Blackburn Pet Aug 21 Ord Sept 12
KNOTT, THOMAS, Saltburn by the Sea, Merchant Stockton on Tees and Middlesborough Pet Sept 8 Ord Sept 8
PROTHEROE, HENRY, Wandsworth rd, Clothier High Court Pet Aug 22 Ord Sept 10
RICHARDS, CHARLES THOMAS, Belgrave, Leicestershire, Builder Leicester Pet Aug 28 Ord Sept 11
ROBERTS, ROBERT H., Llandegai, Carnarvonshire, Quarryman Bangor Pet Aug 15 Ord Sept 10
ROSE, THOMAS, Salford, Wheelwright Salford Pet Sept 6 Ord Sept 10
SAWYER, JAMES WILLIAM, Haverhill, Suffolk, Butcher Cambridge Pet Aug 25 Ord Sept 10
SCURLOCK, WILLIAM, Carmarthen, Ironmonger Carmarthen Pet Sept 3 Ord Sept 11
SKINNER, JOSEPH, Bishopsgate st Within, Timber Merchant High Court Pet June 23 Ord Sept 10
SMITH, EDWARD BURGESS, Hertford, occupation not ascertained High Court Pet June 15 Ord Sept 12
SMITH, JOHN, Shepherd's Bush rd, Upholsterer High Court Pet Sept 3 Ord Sept 10
STEELE, JOHN, Brockley, Kent, Schoolmaster Greenwich Pet Sept 7 Ord Sept 8
STOTT, JOHN, Bradford, Tobacconist Bradford Pet Sept 10 Ord Sept 11
TANFIELD, WILLIAM, South Stockton, Yorks, out of business Stockton on Tees and Middlesborough Pet Sept 3 Ord Sept 12
TOVEY, CHARLES, Newport, Mon, Undertaker Newport, Mon. Pet Aug 24 Ord Sept 12
WARD, FRANCIS, Blackburn, Draper Blackburn Pet July 11 Ord Sept 10
WHITTON, JAMES, Leeds, Tailor Leeds Pet Sept 12 Ord Sept 12

BANKRUPTCY ANNULLED.

BELLINGHAM, JOHN, Strand, Traveller High Court Adjud June 14 Annul Sept 10

RECEIVING ORDERS.

London Gazette.—TUESDAY, Sept. 18.

BECKERLEG, CHARLES THOMAS, Marazion, Cornwall, Ironmonger Truro Pet Sept 12 Ord Sept 12
BEETLESTONE, HANNAH, and THOMAS BEETLESTONE, Aldridge, Stafford, Farmers Walsall Pet Sept 14 Ord Sept 14
BENNETT, WILLIAM, Old Swan, nr Liverpool, Ironfounder Liverpool Pet Sept 15 Ord Sept 15
BENTHAM, ISAAC, Wigan, Grocer Wigan Pet Sept 13 Ord Sept 13
BIEBECK, SYDNEY, Nottingham, Architect Nottingham Pet Sept 14 Ord Sept 14
BOURNE, WILLIAM, St Leonard's on Sea, Bricklayer Hastings Pet Sept 13 Ord Sept 13
BROWN, HENRY JOHN, and EDWARD FRANCIS BROWN, Sheffield, Jewellers Sheffield Pet Aug 22 Ord Sept 13
BURNET, JAMES MURRAY, Tunbridge Wells Tunbridge Wells Pet July 17 Ord Sept 13
CALVERT, JOHN, WILLIAM FREDERICK CALVERT, HENRY CALVERT, and FRANK CALVERT, Halifax, Worsted Spinners Halifax Pet Sept 15 Ord Sept 15
CLACKSTON, JOHN JAMES, Kingston upon Hull, Smackowner Kingston upon Hull Pet Sept 13 Ord Sept 13
CLARK, CHARLES FRANCIS GEORGE, jun, Dudley, Chemist Dudley Pet Sept 13 Ord Sept 13
COHEN, LEVY, High st, Islington, Clothier High Court Pet Sept 14 Ord Sept 15
COLLETT, SHADRACH, and ABEDNEGO COLLETT, Willenhall, Latch Makers Wolverhampton Pet Sept 13 Ord Sept 13
CROOME, LANCELOT, Lower rd, Rotherhithe, Clerk High Court Pet Sept 14 Ord Sept 14
DAWSON, EMILY, Scarborough, Lodging House Keeper Scarborough Pet Sept 15 Ord Sept 15
DAY, CHARLES, Colchester, Cabinet Maker Colchester Pet Sept 13 Ord Sept 13
DOWEN, THOMAS, Darlaston, Staffs, Royalty Master Walsall Pet Sept 13 Ord Sept 13
EVANS, ROBERT, Llandrillo, Merionethshire, Farmer Wrexham Pet Sept 15 Ord Sept 15
FRAPE, POWELL, Almondsbury, Glouces, Grocer Bristol Pet Sept 15 Ord Sept 15
GRAY, JOHN WILLIAM, Dudley, Confectioner Dudley Pet Sept 14 Ord Sept 14
HAMLEY, PETER, Plymouth, Auctioneer East Stonehouse Pet Sept 13 Ord Sept 13
HURRELL, PHILIP KINGWELL, Lelant, Cornwall, Mason Truro Pet Sept 13 Ord Sept 13
JORDAN, EDWARD IEVINE, Biggleswade, Tutor Bedford Pet Sept 15 Ord Sept 15
MCCAUL, WILLIAM ALEXANDER, Leather lane, Holborn, Ironmonger High Court Pet Sept 14 Ord Sept 14
NEWMAN, PETER, Breamore, Wilts, Farmer Salisbury Pet Sept 12 Ord Sept 12

NORTH, WILLIAM JOHN, Coleman st, Merchant High Court Pet Aug 18 Ord Sept 14
PAPWORTH, WILLIAM, Southcott, nr Linslade, Buckinghamshire, Licensed Victualler Luton Pet Sept 13 Ord Sept 13
POWELL, JOHN, Liverpool, Builder's Merchant Liverpool Pet Sept 13 Ord Sept 15
PRICE, THOMAS, Worcester, no occupation Worcester Pet Sept 15 Ord Sept 15
PRITCHARD, WILLIAM ELSEMORE, Monmouth, Baker Newport, Mon Pet Sept 13 Ord Sept 13
RICHNELL, THOMAS RICHARD, Elm Park ter, South Kensington, Tobacconist High Court Pet Aug 28 Ord Sept 14
RILEY, ANN, Cardigan st, Kennington, Currier Ink Manufacturer High Court Pet Sept 3 Ord Sept 14
SIDDLE, WILLIAM, Huddersfield, Waste Dealer Huddersfield Pet Sept 13 Ord Sept 13
SNOW, WILLIAM HENRY, Hanley, Solicitor Hanley, Burslem, and Tunstall Pet Aug 7 Ord Sept 14
STEWARD, JOHN, Norwich, Gardener Norwich Pet Sept 13 Ord Sept 13
STEWART, JOHN, Gt Clacton, Essex, Market Gardener Colchester Pet Sept 13 Ord Sept 13
STONE, JOSEPH JOHN, Manchester, Grocer Manchester Pet July 27 Ord Sept 13
SYKES, FRANK HENRY, Derby, Confectioner Derby Pet Sept 15 Ord Sept 15
TAYLOR, JOHN, Poulton, Gloucestershire, Coachman Swindon Pet Sept 14 Ord Sept 14
TERRY, WILLIAM, Coventry, Tool Dealer Coventry Pet Sept 14 Ord Sept 14
WATSON, JESSE, Hitchin, Baker Luton Pet Sept 13 Ord Sept 13
WELCH, HENRY, Abbott rd, Poplar, Baker High Court Pet Sept 15 Ord Sept 15
WESTBY, GEORGE, Nottingham, Pianoforte Dealer Nottingham Pet Sept 14 Ord Sept 14

The following amended notice is substituted for that published in the London Gazette of Aug. 14.

FOSTER, JOHN, Cardiff, Builder Cardiff Pet July 12 Ord Aug 8

The following amended notice is substituted for that published in the London Gazette of Sept 7.

MINTON, JOHN, Norwich, Fishmonger Norwich Pet Sept 4 Ord Sept 4

FIRST MEETINGS.

ATKINSON, JEREMIAH, Egremont, Ironmonger Sept 25 at 12 67, Duke st, Whitehaven
BENTHAM, ISAAC, Wigan, Grocer Sept 27 at 11 16, Wood st, Bolton
BRYAN, JOHN, Walcot by Kimcote, Leicester, Wheelwright Sept 25 at 3 Off Rec, 28, Friar lane, Leicester
CARBIS, RICHARD, Ludgvan, Cornwall, Potato Buyer Sept 25 at 12 Off Rec, Boscawen st, Truro
CHAPMAN, EDWARD, Darlington, Cab Proprietor Oct 2 at 11 Off Rec, 8, Albert rd, Middlesborough
CLIMPSON, REUBEN, Eastbourne, Builder Sept 26 at 12 Off Rec, 4, Pavilion bldngs, Brighton
COOKE, THOMAS, Bedale, Yorks, Painter Sept 25 at 11 Off Rec, 8, Albert rd, Middlesborough
DAVIES, EDWIN MARKHAM, Ninfield, nr Battle, Sussex, Poultry Farmer Sept 25 at 12 33, Carey st, Lincoln's inn
DAY, CHARLES, Colchester, Cabinet Maker Sept 28 at 10 Townhall, Colchester
DUCE, JOHN, and JAMES DUCE, Wednesbury, Wine Merchants Sept 26 at 12.15 Off Rec, Birmingham
ETTY, HENRY, and BENJAMIN GLANVILLE BARROW, Grange walk, Bermondsey, Tanners Sept 26 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
EVANS, WALTER, Middlesborough, Tailor Oct 2 at 11 Off Rec, 8, Albert rd, Middlesborough
FUNNELL, THOMAS FRANCIS, Clee, Lincoln, Fisherman Oct 3 at 12 Off Rec, 3, Haven st, Great Grimsby
HOWSON, ROBERT, Blackburn, Cab Proprietor Oct 9 at 2 County Court House, Blackburn
HULME, ENOCH, Liverpool, Draper Sept 26 at 3 Off Rec, 35, Victoria st, Liverpool
JAMES, LUKE, Watford, Butcher Sept 28 at 1 Malden Hotel, Watford Junction, Herts
JOYCE, STEPHEN, Hitchin, Coal Merchant Sept 27 at 11 Sun Hotel, Hitchin
KNOTT, THOMAS, Saltburn by the Sea, Yorks, Merchant Sept 25 at 12 Off Rec, 8, Albert rd, Middlesborough
LAZARUS, DAVID, Manchester, Club Proprietor Sept 27 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
LIGHTFOOT, BERTHA KATE, Bexhill, Sussex, Spinster Sept 25 at 12.30 33, Carey st, Lincoln's inn
LONG, FREDERICK NICHOLAS, Camden hill rd, Upper Norwood, Clerk Sept 27 at 12 33, Carey st, Lincoln's inn
LONG, HENRY TOM, Eastbourne, Upholsterer Sept 25 at 1 33, Carey st, Lincoln's inn
MASON, GEORGE THOMAS, Gosport, Hampshire, Builder Oct 1 at 12 166, Queen st, Portsea
MOSS, MORRIS, Praed st, Paddington, Clothier Sept 28 at 12 33, Carey st, Lincoln's inn
NEWMAN, PETER, Breamore, Hampshire, Farmer Sept 26 at 12.30 Off Rec, Salisbury
PHILLIPS, JOSEPH EDWARD SILVESTER, Wells st, Jermyn st, Clerk Sept 26 at 11 33, Carey st, Lincoln's inn
PHILLIPS BROTHERS, London rd, Printers Sept 27 at 12 33, Carey st, Lincoln's inn
SHONMAN, JACOB, Whitechapel rd, Watchmaker Sept 25 at 12 33, Carey st, Lincoln's inn
SIDDLE, WILLIAM, Huddersfield, Waste Dealer Sept 27 at 3 Haigh & Son, solors, New st, Huddersfield
SMITH, JOHN, Shepherd's Bush rd, Upholsterer Sept 27 at 11 33, Carey st, Lincoln's inn
SMITH, H. KINCAID, Claremont rd, St Margaret's, Twickenham, Gent Sept 26 at 11 16 Room, 30 and 31, St Swithin's lane
SPENCER, GEORGE GRAHAM, Wortley, nr Leeds, Plumber Sept 27 at 11 Off Rec, 22, Park row, Leeds
STEELE, JOHN, Brockley, Kent, Schoolmaster Sept 25 at 3 109, Victoria st, Westminster
STEPHENS, JAMES ALFRED, and DAVID LANSON ROBERTS, Porth, Glamorganshire, Grocers Sept 25 at 12 Off Rec, Merthyr Tydfil
STEWARD, JOHN, Norwich, Gardener Sept 29 at 11 Off Rec, 8 King st, Norwich
STEWART, JOHN, Gt Clackton, Essex, Market Gardener Sept 28 at 10 Townhall, Colchester
TANFIELD, WILLIAM, South Stockton, out of business Sept 25 at 11.15 Off Rec, 8, Albert rd, Middlesborough
THOMAS, THOMAS CHRISTOPHER, Ferndale, Glam, Bootmaker Sept 25 at 2.30 Off Rec, Merthyr Tydfil
TIMBRELL, JOHN THOMPSON, Swansea, Grocer Sept 28 at 11 Off Rec, 6, Rutland st, Swansea
TOURLE, THOMAS, Brighton, Stationer Sept 26 at 3 Off Rec, 4, Pavilion bldgs, Brighton
TOWARD, THOMAS, Shildon, Durham, Builder Sept 25 at 3 King's Head Hotel, Darlington
VINCENT, ROBERT WHYTE, Stratford Essex, out of business Sept 25 at 11 33, Carey st, Lincoln's inn
WATSON, JESSE, Hitchin, Baker Sept 27 at 11.30 Sun Hotel, Hitchin

The following amended notice is substituted for that published in the London Gazette of Sept 14.

MORTEN, THOMAS HONNOR, Cockspur st, Charing cross, Gunmaker Oct 19 at 12 Bankruptcy bldgs, Lincoln's inn

ADJUDICATIONS.

BARON, JOSEPH, Hyde, Cheshire, Grocer Ashton under Lyne and Stalybridge Pet Sept 3 Ord Sept 14
BECKERLEG, CHARLES THOMAS, Marazion, Cornwall, Ironmonger Truro Pet Sept 12 Ord Sept 12
BEETLESTONE, HANNAH, and THOMAS BEETLESTONE, Aldridge, Staffs, Farmers Walsall Pet Sept 14 Ord Sept 14
BENTHAM, ISAAC, Makerfield, Lancs, Grocer Wigan Pet Sept 13 Ord Sept 13
BIRBECK, SYDNEY, Nottingham, Architect Nottingham Pet Sept 14 Ord Sept 14
CLACKSTON, JOHN JAMES, Kingston upon Hull, Smack Owner Kingston upon Hull Pet Sept 13 Ord Sept 13
CLARK, CHARLES FRANCIS GEORGE, the younger, Dudley, Chemist Dudley Pet Sept 13 Ord Sept 13
DANCE, EDWARD, Bushey Hill rd, Queen's Tax Collector High Court Pet July 27 Ord Sept 14
DAY, CHARLES, Colchester, Cabinet Maker Colchester Pet Sept 13 Ord Sept 13
DOWEN, THOMAS, Darlaston, Royalty Master Walsall Pet Sept 13 Ord Sept 13
EVANS, ROBERT, Llandrillo, Merioneth, Farmer Wrexham Pet Sept 15 Ord Sept 15
GALE, WILLIAM, E., Fleet st, Journalist High Court Pet June 11 Ord Sept 15
GORDON, DAVID LANGLANDS, Denham, Buckingham, Farmer Windsor Pet Sept 7 Ord Sept 12
HOWLETT, ELIJAH, Earl Stonham, Suffolk, Farmer Bury St Edmunds Pet Sept 8 Ord Sept 14
HULME, ENOCH, Liverpool, Draper Liverpool Pet Aug 23 Ord Sept 14
HURRELL, PHILIP KINGWELL, Lelant, Cornwall, Mason Truro Pet Sept 12 Ord Sept 13
JONES, EDWARD, Manchester, Tailor Manchester Pet Aug 25 Ord Sept 13
JOY, MARY, Rhyl, Flintshire, Hotel Keeper Bangor Pet July 4 Ord Sept 15
MORLEY, THOMAS, Walthamstow, Dairy Manager Chelmsford Pet July 16 Ord Aug 31
MOSS, MORRIS, Praed st, Paddington, Clothier High Court Pet Aug 3 Ord Sept 11
MOULD, JOHN SPRAGG, Tue Brook, nr Liverpool, Builder Liverpool Pet July 20 Ord Sept 14
PAPWORTH, WILLIAM, Southcott, nr Linslade, Buckinghamshire, Licensed Victualler Luton Pet Sept 13 Ord Sept 13
POWELL, JOHN, Liverpool, Builders' Merchant Liverpool Pet Sept 13 Ord Sept 15
PRICE, THOMAS, Worcester, no occupation Worcester Pet Sept 15 Ord Sept 15
RAMSAY, HARRY HARRIS, Gresham st, Trimming Maker High Court Pet Sept 12 Ord Sept 12
SANDS, WILLIAM, Bexhill, Builder Hastings Pet Aug 9 Ord Sept 12
SANT, JOHN, Stoke upon Trent, Accountant Stoke upon Trent Pet Aug 27 Ord Sept 13
SMITH, JOHN GOODWIN, New Burlington st, Gold Laceman High Court Pet Aug 1 Ord Sept 15
SPENCER, GEORGE GRAHAM, Wortley, nr Leeds, Plumber Leeds Pet Sept 7 Ord Sept 14
STEVENS, WILLIAM FARREN, Orsett, Essex, Farmer Chelmsford Pet July 4 Ord Aug 31
STEWARD, JOHN, Norwich, Gardener Norwich Pet Sept 13 Ord Sept 13
STONE, JOHN JOSEPH, Manchester, Grocer Manchester Pet July 27 Ord Sept 13
STROUD, ALFRED HORATIO, Bournemouth, Builder Poole Pet July 13 Ord Ord Aug 29
TAYLOR, JOHN, Poulton, Gloucestershire, Coachman Swindon Pet Sept 15 Ord Sept 14
TOURLE, JAMES, sen., Brighton, no occupation Brighton Pet Aug 20 Ord Sept 14
TOURLE, JAMES, jun., Brighton, Manager Brighton Pet Aug 29 Ord Sept 14
VOWLES, WILLIAM, address unknown, Miller Bristol Pet Sept 6 Ord Sept 13
WATSON, JESSE, Hitchin, Baker Luton Pet Sept 13 Ord Sept 13
WESTBY, GEORGE, Nottingham, Pianoforte Dealer Nottingham Pet Sept 14 Ord Sept 15
WIGGINS, GEORGE THOMAS, St Albans, Builder St Albans Pet Aug 24 Ord Sept 12

ADJUDICATION ANNULLED.

PRATT, FREDERICK, Northem, Devon, Surgeon Barnstaple Adjud Aug 23 Annul Sept 14

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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